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MERCED COUNTY'S DEMONSTRATION SANITARY LANDFILL AND COLLECTION PROJECT

MERCED COUNTY ADVISORY BOARD FOR
SOLID WASTE MANAGEMENT

PREPARED FOR
ENVIRONMENTAL PROTECTION AGENCY

1976

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PB 252 865

MERCED COUNTY'S DEMONSTRATION SANITARY LANDFILL
AND COLLECTION PROJECT

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The Merced County Association of Governments implemented the results of a solid waste study which it conducted. The implementation process and results are detailed in this report. The system as installed consisted of two county operated sanitary landfills and a transfer station. Larger cities in the county with existing collection systems have continued their operations. The remainder of the county was divided into six districts and collection is provided by a bid process to private franchised haulers.

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CONTENTS

EPA DEMONSTRATION PROJECT REPORT

PAGE

I. INTRODUCTION vii

A. Background. vii
B. Objectives. vii

II. THE STUDY. 1

A. The Region 1
B. Demographic Data. 2
C. Economic Factors. 3
D. Environmental Factors 4
E. Existing Solid Waste Systems. 6
F. Existing Solid Waste Loadings 7

III. LEGAL AND LEGISLATIVE. 11

A. Organization. 11
B. Ordinances. 12
Bid Specifications. 14
C. Environmental Impact Report 14

IV. FINANCING. 16

A. Capital Costs 16

V. IMPLEMENTATION.. 21

A. Organization. 21
B. Site Locations. 21

1. Physical Factors 21
2. Economic Factors 22

C. Site Acquisition. 25
D. Construction 27

1. Westside Site. 27
2. Eastside Site. 35
3. Transfer Station 41

CONTENTS

EPA DEMONSTRATION PROJECT REPORT

PAGE

E. Operation of System 42

   1. Personnel. 42
   2. Equipment. 46
   3. Reporting and Accounting 47

VI. ECONOMICS OF PROJECT.. 53

A. Costs.. 53
B. Revenue.. 55

   1. Site Revenues. 55
   2. Bonding. 58

VII. PUBLIC IMPACT. 61

A. Closing 61
B. Public Resistance to Change 62
C. New Sites 64
D. Franchise Refuse Collection 66

VIII. CONCLUSIONS 70

CHARTS & TABLES

PAGE

MERCED COUNTY POPULATION 2

DAILY PER CAPITA GENERATION OF REFUSE. 8

POPULATION PROJECTIONS 9

TONNAGE PROJECTIONS. 9

ESTIMATED COUNTY-WIDE HAUL AND SANITARY LANDFILL DISPOSAL CHARGES 18

SANITARY LANDFILL DISPOSAL CHARGES 19

CONTRIBUTIONS FOR SOLID WASTE MANAGEMENT 20

ORGANIZATION CHART 45

CUSTOMERS BILL 50

MONTHLY REPORT 51

LANDFILL DAILY CASH REPORT 52

ACQUISITION AND START-UP COSTS 53

REVENUE 55

QUARTERLY COST AND REVENUE REPORT 56

FACTOR TABLES:

EXTRA CANS AND BACKYARD SERVICE. 104

COMMERCIAL CANS. 105

COMMERCIAL BINS. 106

SOLID WASTE DISPOSAL DIVISION BUDGET. 154

ESTIMATED AMORTIZATION PERIOD 157

RESIDENTIAL UNITS 158

QUARTERLY REPORT (DETAIL) 159

12-MONTH TONNAGE TOTAL. 160

MAPS & PLANS

PAGE

BILLY WRIGHT SITE:

EXCAVATION PLAN 28
TOPOGRAPHIC MAP - COMPLETED SITE. 30
COMPOUND. 32
LOCATION MAP. 147

DOS PALOS TRANSFER STATION:

COMPOUND 43
LOCATION 44

ELEVATION - MERCED COUNTY 23

HIGHWAY 59 SITE:

EXCAVATION PLAN. 36
TOPOGRAPHIC MAP (COMPLETED SITE) 38
COMPOUND 40
LOCATION MAP 153

POPULATION DISPERSION 24

DOCUMENTS IN APPENDICES

APPENDIX A:

ORDINANCE #714 75
ORDINANCE #722 87

APPENDIX B:

BID SPECIFICATIONS 96

APPENDIX C:

ENVIRONMENTAL ASSESSMENT STATEMENTS:

BILLY WRIGHT SITE. 131
HIGHWAY 59 SITE. 136

DISCHARGE REQUIREMENTS:

BILLY WRIGHT SITE. 143
HIGHWAY 59 SITE. 149

INTRODUCTION

BACKGROUND:

Merced County is an agriculturally oriented county of 1,905 square miles near the center of the San Joaquin Valley which in turn lies in the South central part of California between the Coast Range and the Sierra Nevadas. With a population of 117,500 it is neither the smallest nor the largest of the San Joaquin Counties.

At the time the State of California passed Air Quality Control Legislation in 1970, there were 15 open burning "dumps" in the County, most of which were largely uncontrolled as to use and access.

There were no ordinances or laws controlling the collection and disposal of refuse by private collectors, and no control other than land use zoning over disposal sites.

Each of the six cities and the county were faced with the problems resulting from these conditions, and recognizing that the situation was county-wide, put the search for solutions under the jurisdiction of the Merced County Association of Governments.

With the aid of a HUD Grant, an engineering firm was employed to assess the situation and the project was on its way.

OBJECTIVES:

1. Close the open burning dumps throughout the County.
2. Replace these dumps with an acceptable method of disposal.
3. Set up systems of control over the operations of independent refuse collectors.
4. Assure the residents of a fair price for and an adequate level of service for refuse collection.

5. Demonstrate the inter-governmental cooperation of cities and counties solving common problems.
6. Develop short, medium and long range plans for storage, collection, transportation and disposal of solid waste.
7. Investigate methods of recovering resources in order to:
    a. Realize revenue from recycled materials.
    b. Reduce the volume of solid waste for final disposal.

THE STUDY

THE REGION:

Merced County, located near the geographic center of California in the San Joaquin Valley, is bordered on the East by the Sierra Nevada and on the West by the Diablo Range. The floor of the valley is approximately 40 miles from East to West, and varies but little in elevation; the City of Merced on the Eastside is elevation 165 feet (MSL) and the City of Los Banos on the Westside is elevation 119 feet (MSL). (See Topographic Map Page 23.)

The underground water table below this flat part of the valley is so high that basic requirements for landfills by the California State Water Quality Control Board are impossible to meet until entering the foothills on either the East or the West sides of the County.

As stated earlier, Merced County is near the center of the San Joaquin Valley-a flat fertile valley approximately 300 miles long and 50 miles wide. Los Angeles is 300 miles to the South, San Francisco 100 miles Northwest and Reno 200 miles North. It is approximately 100 miles straight West over the Diablo Range to the Pacific Ocean, and 300 miles East over the Sierra Nevada to Las Vegas.

The principal factor in the general prosperity of the region is the run-off from the surrounding snow covered mountains which furnishes the irrigation water essential for the large agricultural production supporting the economy.

Two major rail lines traverse the valley North-South, two major highways parallel the rail lines. The ports of Oakland and San Francisco furnish access to sea shipping.

The climate is generally mild with a mean median temperature from

44° in January to 78° in July with some summer days around 100° and some winter nights in the low 30s. Average annual rainfall is about 12 inches, with no rain in June, July or August.

DEMOGRAPHIC DATA:

The 1974 estimated population of the cities and the unincorporated towns and urban areas are:

MERCED COUNTY POPULATION

Incorporated Cities	January 1, 1974
Atwater	14,600
Dos Palos	2,830
Gustine	2,900
Livingston	3,370
Los Banos	10,000
Merced	28,500
Subtotal	62,200
Unincorporated Towns & Urban Areas	
Ballico	234
Cressey	245
Delhi	2,330
Dos Palos "Y"	311
El Nido	134
Hilmar & Irwin	1,912
Franklin	2,421
Le Grand	886
Planada	2,197
Santa Nella	175
Snelling	325
South Dos Palos & Midway	969
Stevinson	338
Tuttle	103
Volta	134
Winton	3,951
Subtotal	16,665
Remainder of County	38,635
GRAND TOTAL	117,500

(1970 Decennial Census-U.S. Bureau of Census Population Figures)

Source: Merced County Planning Department

Merced County population projections for 1980 are 128,600 with 92,700 in urban areas and by 1990 a county-wide population of 152,600, with 122,700 of these in the urban areas. This is an increase from 72% to 80% of the population living in the urban areas, and reflects the anticipated results of the rural to urban migration influenced by decrease in the demand for agricultural labor.

ECONOMIC FACTORS:

As the County is largely dependent upon agriculture, the economy has been vulnerable to the many changes which have taken place in the agricultural industry. Changes in crop types, employment requirements, farm size, production yields, harvesting and processing methods and farm management have had important effects upon the economy. There has been an improvement in the general economy brought about by changes in the growth of agriculturally oriented industries. However, some of the improvement has been offset by the unemployment brought about by decreased demand for unskilled labor.

The decline in agricultural employment has had severe influence on the rural to urban migration which continues to influence population patterns with the County.

The potential for economic expansion within this County is good with favorable influences by the completion of Highway Interstate 5, San Luis Dam and Recreational Complex, and completion of Highway 152 Freeway to the coast and business activity in the Santa Nella area (near the intersections of Highway 5, 152 and 33).

ENVIRONMENTAL FACTORS:

Environmental factors, both natural and man-made, which have significance for solid wastes management in Merced County include: groundwater and flood conditions; topography and soils; wind patterns; agricultural land patterns; urban development patterns and the distance between population and employment centers; and the adequacy of transportation facilities in relation to travel time and travel distance factors in collecting, storing, and disposal of solid wastes. An overriding factor is the capacity of the environment to receive wastes as a consideration in the selection, design, and management of waste disposal sites.

Natural Environmental Factors:

The most serious condition concerning groundwater is the high water table which occurs in areas close to the San Joaquin River and its tributary sloughs, channels, and bypasses during wet years. Areas which are subject to this condition, even on a periodic basis, are unsuitable as potential sites for ground disposal of solid wastes. Similarly, these same areas are subject to periodic flooding and overflow during periods of very high runoff and are therefore unsuitable for the location of aboveground storage or transfer stations. Areas which are subject to periodic flooding and overflow along streams which drain the Sierra, or along drainage courses of the Diablo Range in the west country which are subject to flash floods, are similarly unsuitable for the location of collection, transfer, or disposal sites.

The topography and soils of the County are generally such that they do not constitute serious limiting factors in the location of disposal sites. Exceptions would be at higher foothill elevations at eastern and western ends of the County where periodic flooding may occur or where the soil and underlying rock structure creates obstacles to excavation. There would appear to be opportunities for the filling in of trough and swale areas between hills where either ground or surface waters (or other natural environmental conditions) would not adversely affect or be affected by such fill disposal areas, and if economic considerations involved in the disposal of the types of wastes are favorable.

Wind conditions would pose a special problem at any site which would be subject to the periodic strong wind conditions created by the movement of marine air into the Valley in the San Luis Project area during spring and summer.

Man-Made Environmental Factors:

Urban development patterns and transportation arteries between urban areas tend to be reasonably favorable in terms of their effect on achieving economies in the collection, transportation and disposal of solid wastes. This is especially true on the east side of the County where communities are clustered and where industries located in the agricultural area are mostly in close proximity to community clusters. The east side of the County is also served by an extensive network of County roads and rail facilities which offers options in the selection of sites which are easily accessible by road or rail. The relationship of the urban development and transportation facility pattern on the west side of the County is somewhat less favorable because of the distance between communities and lack of continuity in elements of the County road system. Special cost problems would be posed by the need to transport any specific type of waste from the west side to the east side of the County, or conversely, from the east side to the west side.

EXISTING SOLID WASTE SYSTEMS:

Prior to the start of this project, the collection systems within the County varied from a city operated collection system with cut and cover landfill to the one truck, part time, independent collector using open burning public dumps, with most of the possible variations in between the two extremes.

The incorporated cities, with the exception of Los Banos (who contract their collection), owned and operated their own collection systems, had ordinances covering the storage, transport and disposal of solid waste and made some efforts toward enforcement of litter and storage portions of the laws.

The unincorporated areas of the County were serviced by private collectors operating a hodgepodge of collection routes and areas, without the necessity of securing permits and without any control by the County as to rates or level of service. Collection routes and areas were duplicated by operators and price cutting was a recognized method of increasing volume.

Since the start of the project, the County has enacted ordinances controlling the handling of solid waste and franchised the collection areas to successful bidders who have posted performance bonds to insure the required service levels. Rates are set by their bids and increased only with the approval of the Board of Supervisors. Equipment, service and rates must meet the bid specifications. It is incumbent upon the franchise holder to furnish collection service to any resident or commercial establishment in the area who requests service regardless of their location.

Some degree of citizen resentment over the franchising of contractors developed, but by the end of the first six months, this indignation over having to do business with a new collector died out. At the time of this report, an estimated 35% of the residents are using the franchising collectors under the voluntary system. There has been a very definite improvement in both the equipment and service under the scrutiny of an investigator and superintendent. Complaints and misses must be handled quickly, routes and schedules are adhered to, rates are public and the same to all in each area. (See Bid Specifications on Page 96.)

EXISTING SOLID WASTE LOADINGS:

Accurately estimating existing and projected total solid waste tonnages in Merced County poses problems because not all of the industrial refuse is deposited in the County operated landfills, and two-thirds of the residential units in the unincorporated county are not handled by franchise haulers. This partially accounts for the discrepancy between a Merced County per capita generation and national figures.

In the study, industrial solid waste loading projections were estimated by applying estimated wastes generation to each industrial category as a function of the existing and projected rate of expansion in that given category. Projections of the level of expansion for various industrial categories were developed on the basis of (1) stated expansion plans by various industries, (2) projected rate of population increase in the County, and (3) projected rate of expansion of the gross national production.

This table shows actual tonnages of the municipal type (residential and commercial) refuse delivered to the two landfills by municipalities and franchise haulers during the 12 month period ending September 30, 1974.

DAILY PER CAPITA GENERATION OF REFUSE
RESIDENTIAL AND COMMERCIAL
12 MONTH PERIOD

CITY	NUMER OF PEOPLE SERVED	SOLID WASTE (TONS)	DAILY PER CAPITA (POUNDS)
Merced	28,500	20,518	3.94
Atwater	14,600	7,546	2.83
Dos Palos	2,830	1,362	2.63
Gustine	2,900	1,891	3.57
Livingston	3,370	2,135	3.47
Los Banos	10,000	5,676	3.11
Balance of County	55,300	9,334	.92
TOTAL	117,500	48,462	2.26

INDUSTRIAL WASTES:

Estimates for the Study (tons annually):

Canneries	22,030
Manufacturing	4,829
Packing Plants	8,918
Food Processing & Production	64,218
TOTAL	99,995

The daily per capita generation of refuse computed in the above table is used as a parameter in the population and tonnage projections shown on page 9. This method of projections indicates an increase of 19,000 annual tons over the 16 year period from 1974 to 1990.

POPULATION PROJECTIONS BASED ON 1974 RATIOS
(TOTAL POPULATION PROJECTIONS–MERCED COUNTY PLANNING DEPARTMENT)

	ATWATER	DOS PALOS	GUSTINE	LIVINGSTON	LOS BANOS	MERCED	COUNTY	TOTAL
1974	14,600	2,830	2,900	3,370	10,000	28,500	55,300	117,500
% OF TOTAL	12.43	02.41	02.47	02.87	08.51	24.26	47.06	
1980	15,700	3,044	3,120	3,625	10,748	30,640	59,473	126,350
1985	17,265	3,347	3,431	3,986	11,820	33,697	65,366	138,912
1990	18,774	3,649	3,740	4,345	12,884	36,730	71,249	151,371

TONNAGE PROJECTIONS BASED UPON 1974 PER CAPITA GENERATION

PER CAPITA GENERATION–1974:		POPULATION 1974	TONNAGE	POPULATION 1980	TONNAGE	POPULATION 1985	TONNAGE	POPULATION 1990	TONNAGE
2.83	ATWATER	14,600	7,546	15,700	8,108	17,265	8,917	18,774	9,696
2.63	DOS PALOS	2,830	1,362	3,044	1,461	3,347	1,606	3,649	1,751
3.57	GUSTINE	2,900	1,891	3,120	2,033	3,431	2,235	3,740	2,437
3.47	LIVINGSTON	3,370	2,135	3,625	2,296	3,986	2,524	4,345	2,752
3.11	LOS BANOS	10,000	5,676	10,748	6,100	11,820	6,708	12,884	7,313
3.94	MERCED	28,500	20,518	30,640	22,032	33,697	24,230	36,730	26,411
.92	RURAL	55,300	9,334	59,473	9,986	65,366	10,975	71,249	11,963
TOTAL MUNICIPAL & FRANCHISED HAULERS		-	48,462		52,016		57,195		62,323
TOTAL ALL SOURCES		-	67,730		72,689		79,926		87,092

Agricultural wastes, including livestock, are not presented here because the emphasis is on disposal, and only a very small percentage of the estimated $3\frac{1}{4}$ million tons of harvest wastes, dead birds and animals, manure and other agricultural residues find their way into the landfills. Most of these wastes are incorporated in the soil during normal agricultural operations and the only significant problem created by crop wastes are air pollution due to open burning and fly breeding when proper disposal operations are not carried out promptly after crop harvesting.

LEGAL AND LEGISLATIVE

ORGANIZATION:

The Merced County Association of Governments was created to establish an agency by cooperative agreement among its members, whereby discussion, study and preparation of long-range plans for the development of the County in those areas where problems and needs require action on an area-wide basis.

The cooperative agreement was made and entered into on the 28th day of November, 1967, by and between the County of Merced, the City of Atwater, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos and the City of Merced; pursuant to Article II, Chapter 3 of Title 7 of the Government Code of the State of California, whereby any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

The Association is not intended to be in any form a substitute for local government. Its prime purpose is an organization through which individual governmental units can work with other governmental units on area-wide problems by a coordination of efforts.

When the County of Merced embarked upon a county-wide solid waste disposal plan, it was determined that the 11 member board of the Merced County Association of Governments could be used as an advisory board for solid waste management.

In June of 1970, the Merced County Association of Governments entered into an agreement with a consultant to conduct a solid waste management study for Merced County. This study was completed and submitted to the Association in May, 1971. Based upon this study and additional detailed studies, the present solid waste management system has been put into operation.

ORDINANCES: (1)

Laws and regulations pertaining to solid waste handling and disposal exist at the State, County and incorporated area levels throughout the State of California. Existing state laws pertaining to Solid Waste Management are basically of an enabling type. These laws grant authority to the County and incorporated area governments within the State of California; to pass ordinances for regulating storage, transportation, processing, and disposal of solid wastes generated within the area under their jurisdiction, to establish local, district, or county-wide solid waste management systems; to levy service charges or some form of tax on the inhabitants for financing the solid waste management systems; and to enforce these ordinances within their area of jurisdiction.

In California, the Solid Waste Management and Resource Recovery Act of 1972, Chapter 342, Statutes of 1972, requires that each County submit a comprehensive master plan, with concurrence of the cities therein, to the State Solid Waste Management Board for approval by January 1, 1976. Under this Act there will be established statewide guidelines and standards in the area of Solid Waste Management. At the time the plans are approved under the State standards they will become mandatory throughout the State.

Enabling legislation also exists at the state level for establishing regional planning agencies authorized to initiate development plans in various areas of socio-economic life of the region, and to apply for and

(1) - For complete ordinances see pages 75 & 87.

supervise the use of federal and state grants in various governmental programs. The members of this Regional Planning Board are elected from among the commissioners of the counties compromising the given region. An executive office and a planning staff carry out the day to day business of the Regional Planning Agency. Presently a Regional Planning Agency, designated as Merced County Association of Governments, is operative in Merced County. This Agency, as its name implies, is concerned with the environmental and socio-economic problems of Merced County alone and has no jurisdiction over neighboring counties. Merced County Association of Governments has the authority for establishing county-wide regional public agencies capable of operation, maintenance, financing, planning, education, and enforcement in such areas as solid waste management, or public transit, or air and water pollution control.

As mentioned previously, all political entities in Merced County have promulgated detailed ordinances with respect to the storage, collection, and transportation of solid waste. Some of the ordinances also deal with the question of financing and administration of solid waste management systems. These ordinances either treat the disposal practices in a very general manner or not at all.

Merced County passed ordinances which covered collection, storage, transport and disposal of solid wastes and included a mandatory clause making every occupied dwelling or place of business in the unincorporated areas of the County a financial participant in this system. The collection of fees would have been under the county administration, and failure to pay by the property owner under this ordinance resulted in a lien against the property.

There had been no effort made by any of the agencies involved towards educating the public before this ordinance was formulated and the reaction by a small but active and vocal minority was immediate. Public meetings were held around the County and as a result the Board of Supervisors rescinded the mandatory portion of the ordinances and substituted a "seven day removal" proviso, which stipulates that refuse must be removed from the premises at least once each week and properly disposed of in an authorized disposal site.

Bid Specifications: (1)

Bid specifications for franchised collections cover conditions under which the contractor will operate, the level of service, condition and appearance of equipment and rates for residential and commercial service based upon the bid accepted. To prevent a situation arising wherein one bidder would be low with a residential rate and a different bidder low with a commercial, the "factor" system was used in which charges for all services were multiples of a basic three can, once a week, curbside service rate.

(1) Bid specifications are reproduced on page 96.

ENVIRONMENTAL IMPACT REPORT:

The Environmental Impact Reports for the two sanitary landfill sites are entitled "Environmental Assessment Statements", which cover all elements required in Environmental Impact Reports. Although these statements are not complete Environmental Impact Reports by present standards, the statements were considered complete by County standards in 1972 when both sanitary landfill sites were approved by the County Planning Commission as conditional use permits. The advertised public hearings on the conditional use permits indicated no adverse effects to the environment or to adjacent properties.

The Environmental Assessment Statements of the two sanitary landfills are self explanatory and are reproduced in full on pages 131 & 136.

FINANCING

CAPITAL COSTS:

Original estimates for capital costs of the project varied, but settled out in the $550,000.00 area. This was to construct and put into operation two landfills and the three transfer stations. Landfills were planned for the Los Banos area and the Merced City area and transfer facilities at Dos Palos, Gustine and Planada. In the early discussions and meetings, the general concept developed for financing the project was to start up with funds from cash contributions by participating entities, prorated on a population basis, and then sell revenue bonds to reimburse the cities and the County for their contributions.

With this plan in mind a start up budget was developed to cover the period from January 1 to June 30, 1973. This budget totaling $301,518.00 was intended to cover the cost of starting the two sites but no transfer facilities. (See Budget Page 20) This amount was then divided proportionately, population-wise, among the entities of Merced County Association of Governments, assessments were sent out, and the incoming funds were deposited in an "Enterprise Fund", completely separate from all other County monies.

From the inception of the program, it was the philosophy of the Merced County Association of Governments that the project would be operated on a "user pay" basis, and up until this time, this concept has been strictly adhered to. There have been suggestions that the "Land Use" tax be used to finance the disposal operations, but the general intent of the Merced County Association of Governments is to stay with "user pay" as long as feasible.

In putting the program into effect, one of the first problems encountered was the logical positions assumed by some of the outlying cities, which was that unless they were reasonably close to a facility, they did not want to contribute on an equal basis. This was a serious matter to resolve because:

1. The economics of the project dictated that construction of two landfills was the most efficient balance between capital outlay and haul costs.
2. Topography of the County precluded selection of sites in the geographic center.
3. In balancing haul and construction costs for the entire County, it was apparent that the nearer the largest population centers the sites were located, the lower the entire combined haul-disposal costs for the project would be.
4. Unless all of the six cities and the County participated, it would be difficult to put together a workable program.

The problem was resolved by assuring each city that either a facility would be reasonably close to them; or credit allowed at the disposal site for distance hauled.

In order to set up this "sliding scale" method of charging, it was necessary to arrive, as closely as possible, to the "weighted average" mileage for the county-wide haul to the nearest of the two site locations selected. This average was computed at 23 miles, round trip. (See Page 18) A 10¢ per ton mile allowance was agreed upon to compensate for haul distance. The resulting charge to the various cities is shown on Page 19.

ESTIMATED COUNTY-WIDE HAUL AND SANITARY LANDFILL DISPOSAL CHARGES

At 10¢ Per Ton Mile
$3.50 Per Ton Disposal

Location	Weekly Estimated Tons	Miles R.T.	Total Ton Miles	Haul Costs	Disposal Costs	Total Costs
MERCED	400	16	6,400	$ 640.00	$1,400.00	$2,040.00
ATWATER	104	26	2,704	271.00	364.00	635.00
LOS BANOS	117	16	1,872	187.00	409.50	596.50
DOS PALOS	32	48	1,536	154.00	112.00	266.00
WINTON	35	26	910	91.00	122.50	213.50
GUSTINE	37	36	1,332	133.00	129.50	262.50
LIVINGSTON	27	38	1,026	103.00	94.50	197.50
PLANADA	20	32	640	64.00	70.00	134.00
DELHI	16	48	768	77.00	56.00	133.00
CRESSEY	7	36	252	25.00	24.50	49.50
BALLICO	5	42	210	21.00	17.50	38.50
SNELLING	2	24	48	5.00	7.00	12.00
HILMAR	11	56	616	62.00	38.50	100.50
IRWIN	7	56	392	39.00	24.50	63.50
FRANKLIN	12	18	216	22.00	42.00	64.00
LE GRAND	8	44	352	35.00	28.00	63.00
EL NIDO	1	40	40	4.00	3.50	7.50
	841	602	19,314	$2,233.00	$2,943.50	$4,876.50

Average Round Trip Mileage = 23

AVERAGE COUNTY-WIDE COMBINED COSTS - HAUL AND DISPOSAL $5.80

SANITARY LANDFILL DISPOSAL CHARGES

At 10¢ Per Ton Mile

3.50 Per Ton Disposal

City	Cost of Haul	Disposal Cost	Total Cost	County Wide	Difference	Charge at Site
MERCED	1.60	3.50	5.10	5.80	- .70	4.20
ATWATER	2.60	3.50	6.10	5.80	+ .30	3.20
LIVINGSTON	3.80	3.50	7.30	5.80	+1.50	2.00
LOS BANOS	1.60	3.50	5.10	5.80	- .70	4.20
DOS PALOS	4.80	3.50	8.30	5.80	+2.50	1.00
GUSTINE	3.60	3.50	7.10	5.80	+1.30	2.20
DOS PALOS (TRANSFER STATION)	.40	3.50	3.90	5.80	-1.90	5.40

	Round Trip Miles	Miles Over or Under Average	Credit or Debit Per Ton	Disposal Costs	Charge to City
MERCED	16	- 7	+ .70	3.50	4.20
ATWATER	26	+ 3	- .30	3.50	3.20
LIVINGSTON	38	+15	-1.50	3.50	2.00
LOS BANOS	16	- 7	+ .70	3.50	4.20
DOS PALOS	48	+25	-2.50	3.50	1.00
GUSTINE	36	+13	-1.30	3.50	2.20
DOS PALOS (TRANSFER STATION)	4	-19	+1.90	3.50	5.40

CONTRIBUTION FOR SOLID WASTE MANAGEMENT

FOR PERIOD OF JANUARY 1 THROUGH JUNE 30, 1973

Budget - $301,518 for Period

	Population Percentage	April 1	May 1	June 1	Totals
Demand		$103,315	$75,733	$122,470	
Atwater	11.732%	12,121	8,885	14,368	$ 35,374
Dos Palos	2.536	2,620	1,921	3,106	7,647
Gustine	2.694	2,783	2,040	3,299	8,122
Livingston	2.803	2,896	2,123	3,433	8,452
Los Banos	9.304	9,612	7,046	11,395	28,053
Merced City	24.386	25,194	18,468	29,866	73,528
Merced County	46.545	48,089	35,250	57,003	140,342
		$103,315	$75,733	$122,470	$301,518

IMPLEMENTATION

ORGANIZATION:

In order to implement the project, the first question facing the Merced County Association of Governments was..."Who has the staff capabilities of acquiring the site locations, and constructing and operating the landfills?" Needed were facilities and personnel to make purchases, engineering studies, pay bills, collect and account for monies, hire personnel, contract for services and in general furnish the "management" for the project.

Each of the six cities had some of the required management capabilities, but only the County seemed to have them all capable of taking on the responsibilities of a project this size, and, therefore, was designated by the Merced County Association of Governments as the entity to put together the project.

Merced County then named the Merced County Public Works Department as the responsible County department and authorized the formation of a division within the department known as the Solid Waste Disposal Division. A Superintendent was hired to head the new division. A start-up and first phase capital outlay budget was developed and approved and requests for cash from the participating entities were prorated upon population. (1)

SITE LOCATIONS:

Physical Factors:

The location and operation of sanitary landfills in California is to a large degree dictated by the policies and decisions of the California Water Quality Control Board, and are specified in the permits issued for the discharge of wastes to the land. One of the primary requisites for

(1) See Chart Page 20.

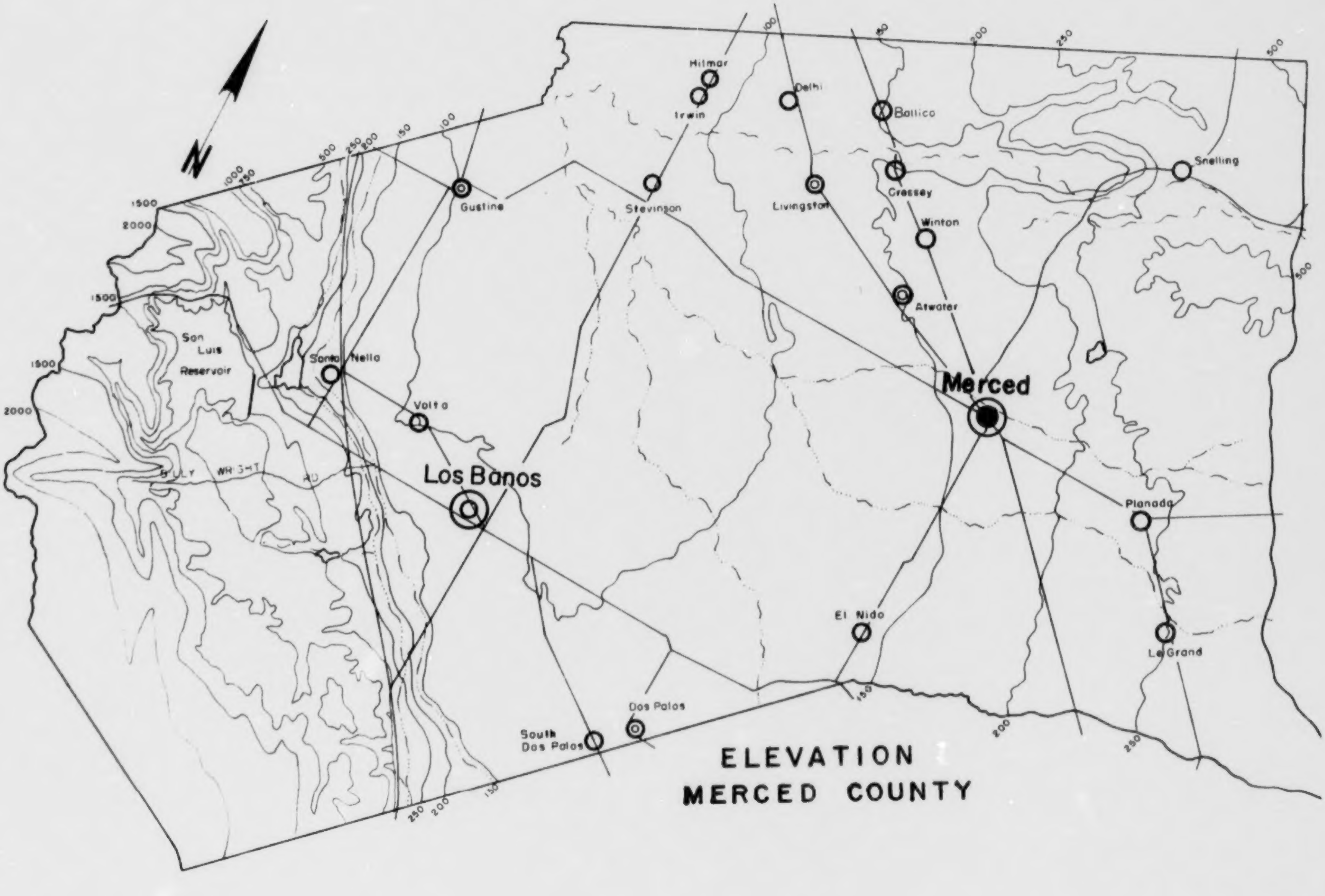
Water Quality Control Board approval is locations and conditions which preclude the possibility of contamination of underground water supplies. A look at the map on page 23 clearly shows why the sites cannot be located down the center of the County as the underground water tables are much to close to the 100 to 150 foot elevations pictured. It becomes necessary to get into the start of the foothills on either the East or the West of the County before sufficient elevation can be obtained between the landfill and the water table.

Economic Factors:

The original Solid Waste Management Study conducted by engineering consultants tackled the site location problem from an economic standpoint. Estimated waste loadings for every square mile within the County were developed as a part of the Fortran Program used in the Study. Transport and disposal were considered in the Study as a combined cost, and it became apparent that, working towards a least cost goal, there would have to be at least two sites.

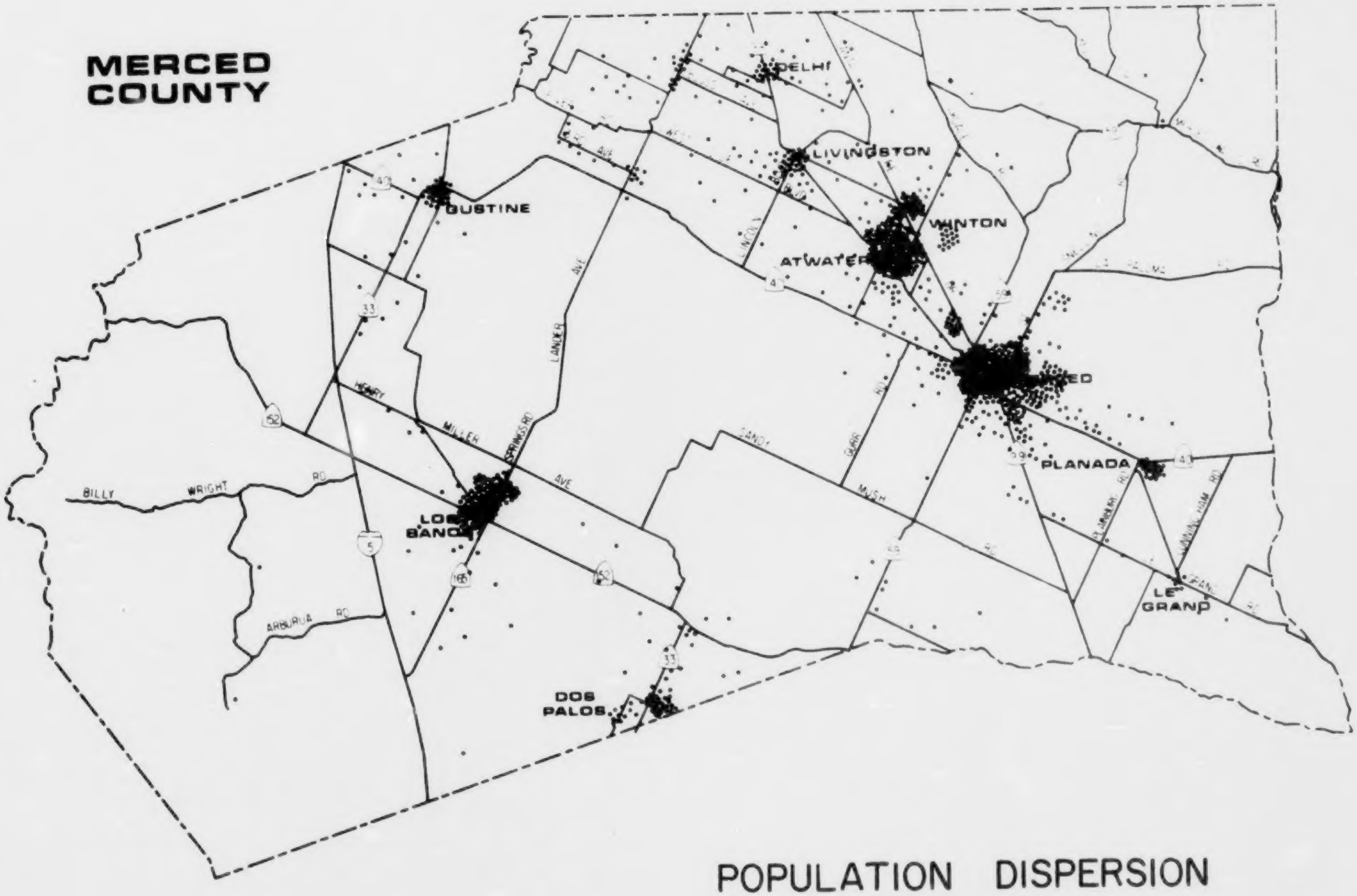
The County's population is divided between two areas running generally North-South along the Easterly and Westerly sides and practically no residential occupancy of the center of the County along the San Joaquin River. (See Map Page 24.)

It was also known that the further away from the heaviest population centers the sites were moved, the greater the combined haul-disposal expense became. From an economic standpoint it appeared desirable to locate one site on the Eastside of the County in the Merced-Atwater area, and one in the Westside of the County in the general Los Banos area.


N
Hilmar
Irwin
Delhi
Ballico
Snelling
Gustine
Stevinson
Livingston
Cressey
Winton
Atwater
Merced
San Luis Reservoir
Santa Nella
Volta
Los Banos
BILLY WRIGHT RD
Planada
El Nido
Le Grand
Dos Palos
South Dos Palos
100
150
200
250
500
1000
1500
2000

ELEVATION MERCED COUNTY

MERCED COUNTY


DELHI
LIVINGSTON
WINTON
ATWATER
ED
PLANADA
LE GRAND
GUSTINE
LOS BANOS
DOS PALOS
LANDER AVE
HENRY MILLER AVE
SPRINGS RD
SANDY MUSH RD
GURR RD
BILLY WRIGHT RD
ARBURUA RD
LINCOLN
33
152
5
165

POPULATION DISPERSION
EACH ● = 100 PERSONS

SITE ACQUISITION:

Acquiring sites near enough to population centers to be economically desirable poses difficulties in securing approval from the necessary Boards and Commissions due to the public reaction ranging from mild disapproval to intense animosity.

The public hearing before the Planning Commission in connection with securing conditional use permits for landfill operations were typical of other attempts in this region to establish solid waste facilities. The public agreed that "something must be done about refuse-but don't do it here".

The first location selected for the Westside site was six miles West of the City of Los Banos but near two major canals - the California Aqueduct and the Delta-Mendota Canal and as a result there were objections from the San Luis Water District and the Bureau of Reclamation. The Planning Commission turned down the application, and an appeal was made to the Board of Supervisors who upheld the rejection.

Next, an attempt was made to utilize an old gravel pit which was offered complete with scales on a location about six miles South of the City of Los Banos. This old pit would have needed an impervious clay liner but could have saved the project considerable money as the owners were offering it free as they (the owners) were responsible for filling the excavation and anxious to avoid this expense, if possible. A public hearing was held by the Planning Commission on the use application and protests were entered by ranchers in the area, residents on the downstream side of the site which lay in an old creekbed, and by the City of Los Banos.

The application was approved but the matter was appealed to the Board of Supervisors who overruled the Planning Commissioners and refused the permit.

A third location was found about seven miles West of Los Banos along Billy Wright Road. This parcel was surveyed, appraised and test drilled, found satisfactory and a use permit application was filed. There were no residents in the immediate area and it was further from the canals. Consequently no protests were filed other than those entered by the owners of the gravel pit who were still eager to get their old pit filled in and thought there was a chance the application for the old gravel pit might be refiled. The use permit was allowed and arrangements were made to purchase the land.

The Billy Wright Site contained 89.4 acres and the appraised and offered price of $35,600.00 was accepted by the owners. An application to the California Water Quality Control Board was filed, discharge requirements and permit received and the location was ready for construction.

The Eastside site caused similar problems in that the first location was met with such loud protests from those living in the area that when the Planning Commission turned down the application, no appeal was filed as it seemed a useless effort in view of the emotions caused by the first hearing.

Another location along Highway 59, about six miles North of the City of Merced seemed acceptable, was investigated, test drilled and appraised. This land (160 acres) was part of a large (5,000 acre) parcel which was in an Estate and could not be sold except under threat of condemnation. On March 20, 1973 the County Council was authorized to institute action to condemn a fee title for solid waste disposal purposes of the parcel. The matter, however, was not settled so easily as the Estate refused to sell even under threat of condemnation. A hearing date was set for August 17, 1973 and $26,352.00 ($160.00 per acre) was deposited. (Final court judgement fixed the total price at $46,452.00.)

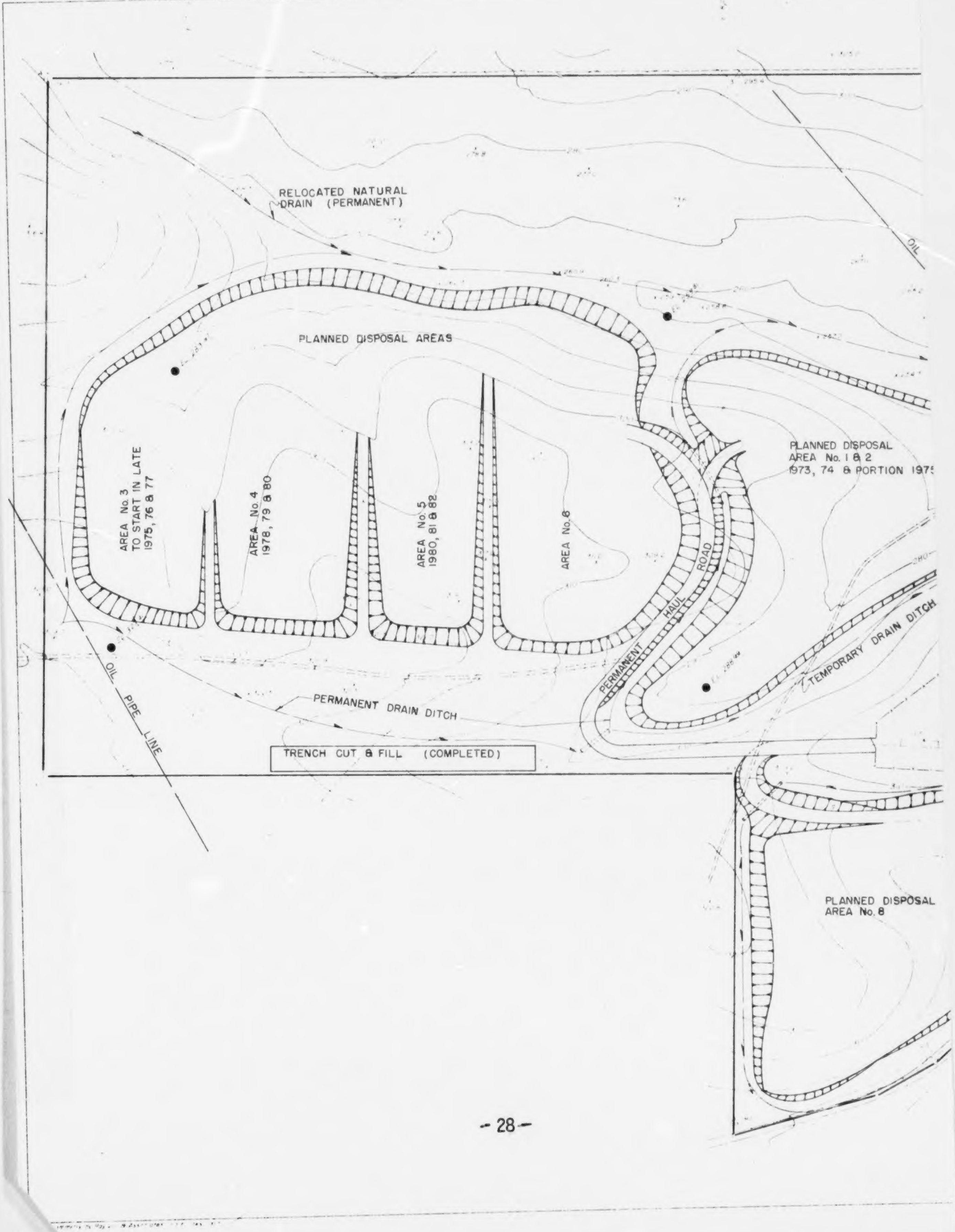
When the hearing date neared, the owners asked for an extension in time to prepare for the hearing, and this extension was not contested by the County contingent upon their being given immediate right of access to the property for the purpose of starting construction. Access to the property was granted and construction started August 1, 1973.

CONSTRUCTION:

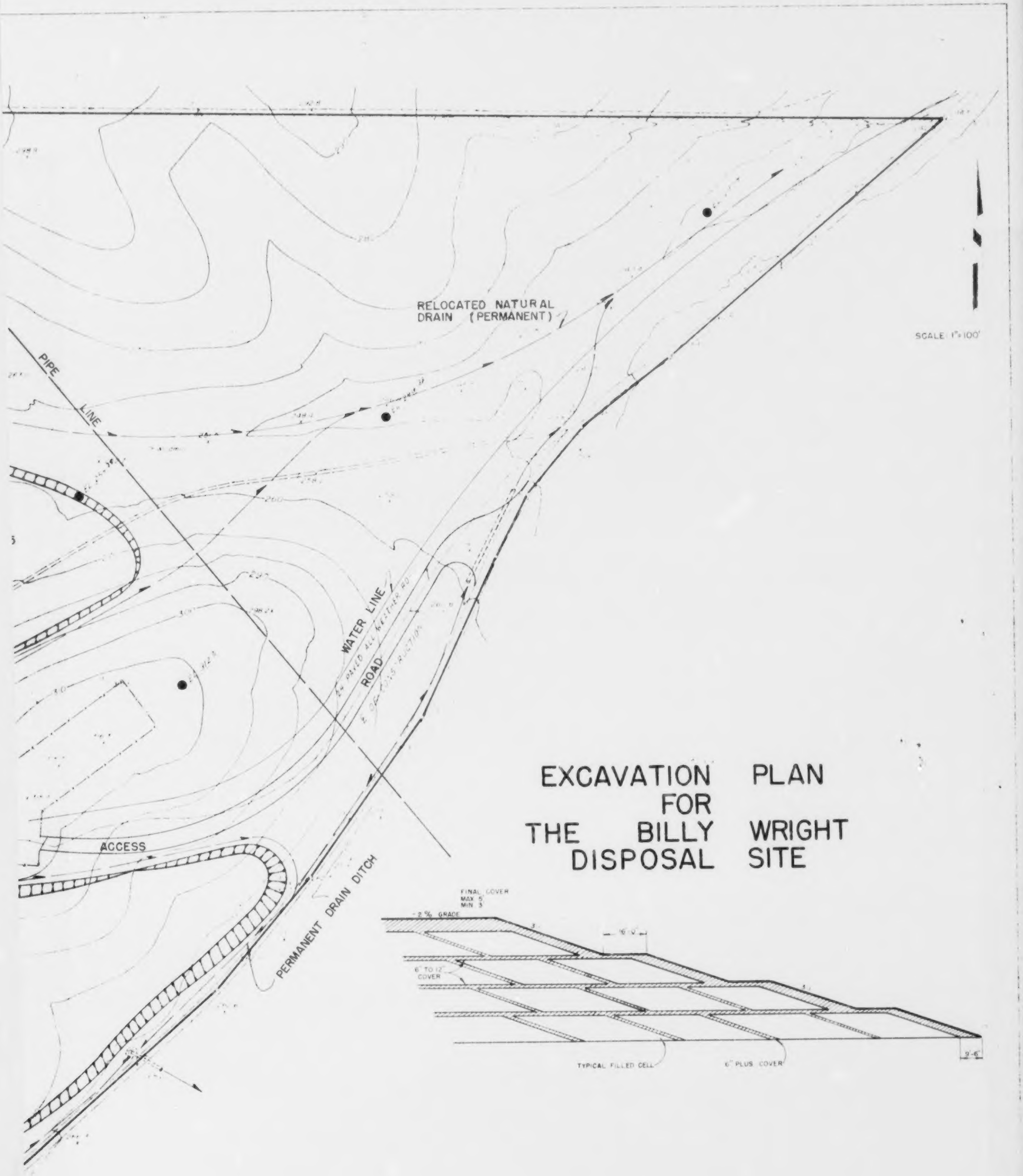
Westside Site (See Site Map Pages 28 - 32)

Although there are 89 plus acres in the Billy Wright Site, the usable portion of the parcel was reduced considerably by elevation restrictions applied by the State Water Quality Control Board and by the presence of two high pressure petroleum pipelines cutting through the site.

The discharge permit specifically stated that "group II waste materials shall not be discharged on any surface which is less than elevation 270 feet **USGS DATUM**", and further, that no solid waste shall be deposited north of the natural drain running east and west through the parcel. The reason for the latter being the presence of some perched water about 15-20 feet beneath the surface, and even though the water

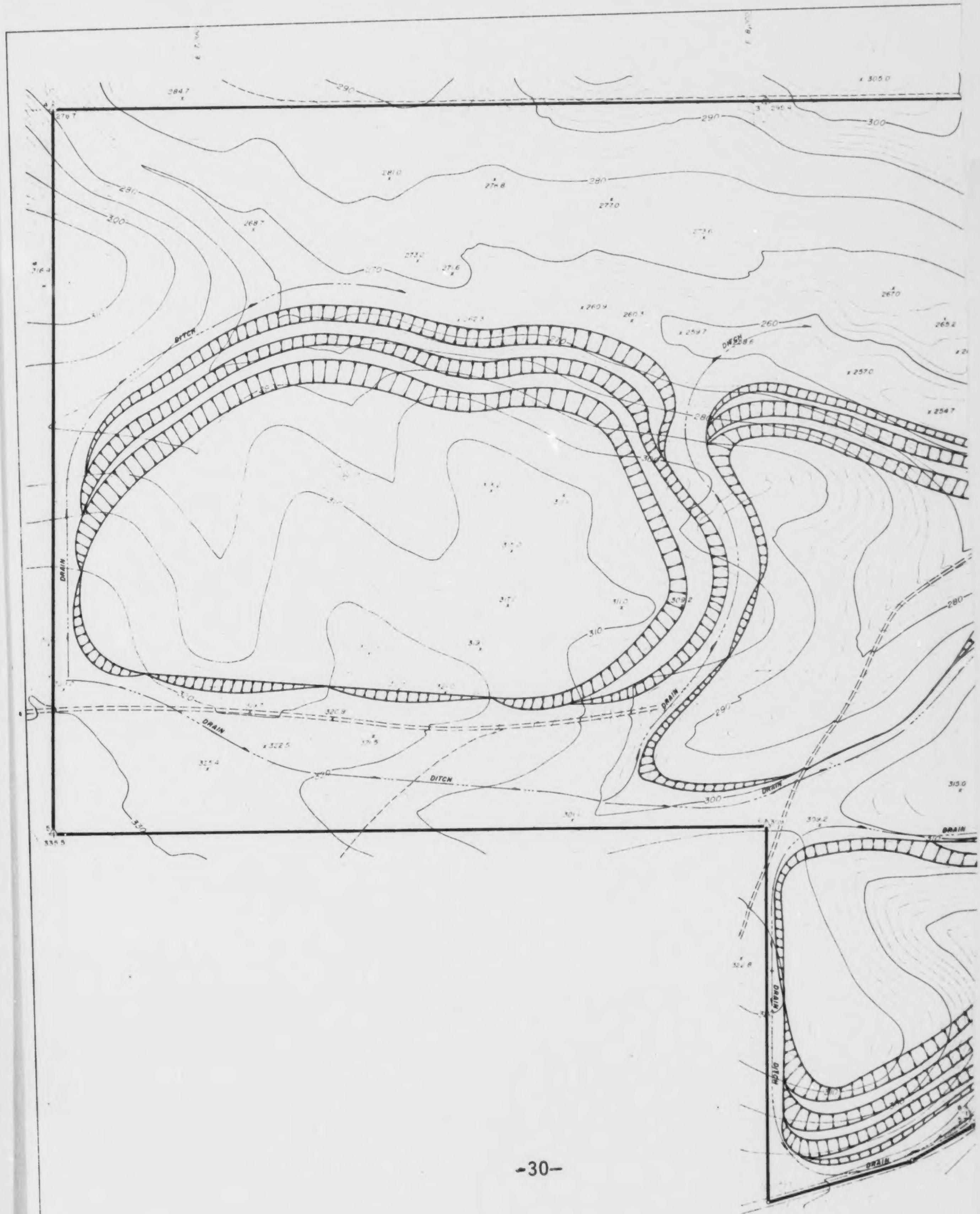

RELOCATED NATURAL DRAIN (PERMANENT)
PLANNED DISPOSAL AREAS
AREA No. 3 TO START IN LATE 1975, 76 & 77
AREA No. 4 1978, 79 & 80
AREA No. 5 1980, 81 & 82
AREA No. 6
PLANNED DISPOSAL AREA No. 1 & 2 1973, 74 & PORTION 1975
PERMANENT HAUL ROAD
TEMPORARY DRAIN DITCH
PERMANENT DRAIN DITCH
OIL PIPE LINE
OIL
TRENCH CUT & FILL (COMPLETED)
PLANNED DISPOSAL AREA No. 8

EXCAVATION PLAN FOR THE BILLY WRIGHT DISPOSAL SITE

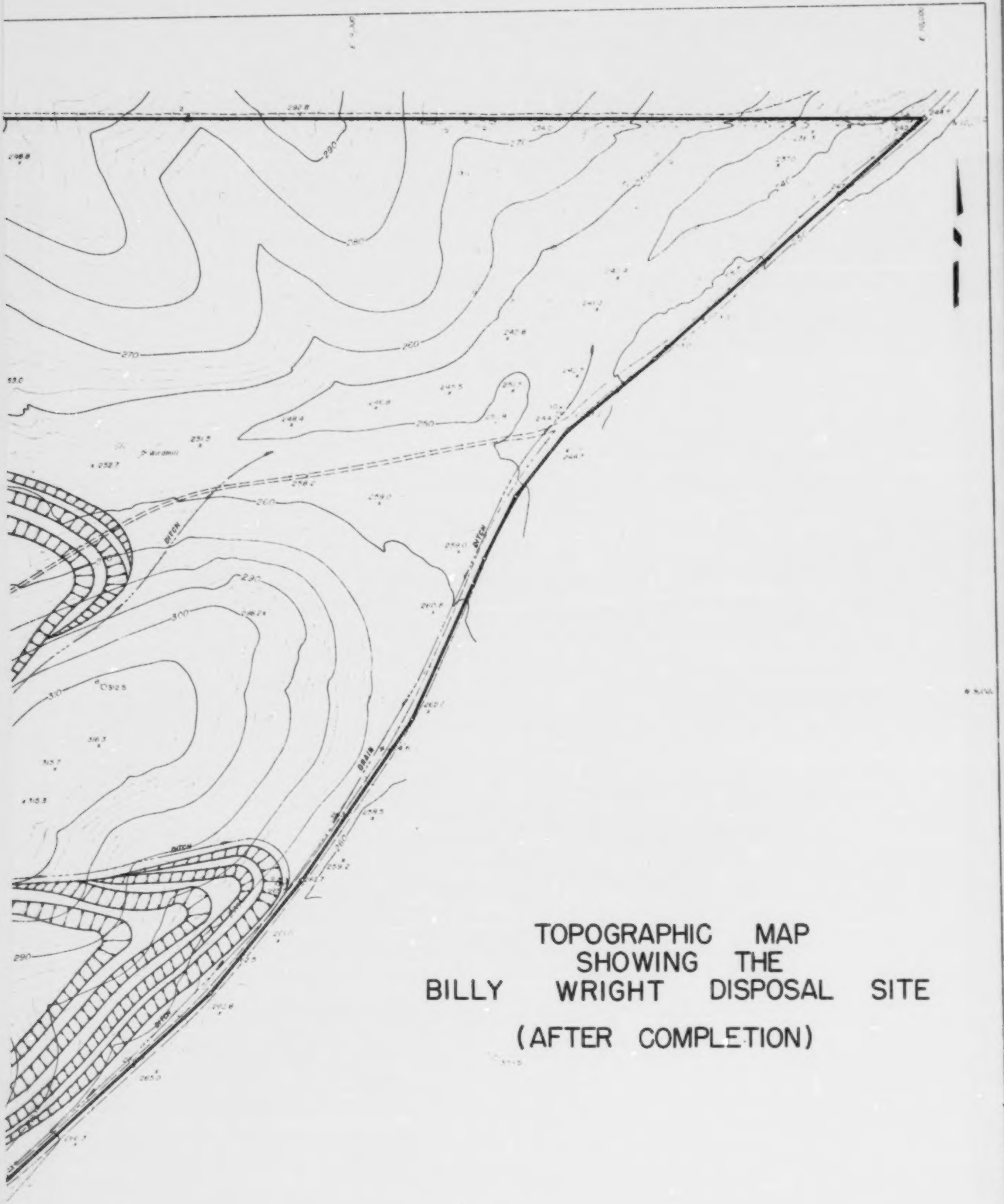

RELOCATED NATURAL DRAIN (PERMANENT)
SCALE: 1"=100'
PIPE LINE
WATER LINE
24' PAVED ALL WEATHER RD
ROAD
ACCESS
PERMANENT DRAIN DITCH
FINAL COVER
MAX 5'
MIN 3'
-2% GRADE
16'-0"
6" TO 12" COVER
TYPICAL FILLED CELL
6" PLUS COVER
9'-6"

RVA
RAYMOND VA... ASSOCIATES
ENGINEERS • PLANNERS •
FAIR OAKS • TAHOE CITY • ANTIOCH

LOS BANOS #2


284.7
290
x 305.0
276.7
290
296.4
300
281.0
276.8
280
277.0
290
300
268.7
273.0
273.6
270
273.6
216.4
267.0
DITCH
x 262.3
x 260.9
260.3
x 259.7
DITCH
260
265.2
x 257.0
x 254.7
280
300
310
309.2
310
DRAIN
DRAIN
280
290
320.8
x 322.5
325.4
DITCH
300
DRAIN
315.0
309.2
DRAIN
330
335.5
322.8
DRAIN
DRAIN
DRAIN

mmetry by Ray Vail & Associates Fair Oaks, Cal.


290.8
290
280
270
260
250
300
310
248.4
251.5
252.7
258.2
259.0
260.6
262.1
259.5
259.2
312.5
316.3
DITCH
DRAIN

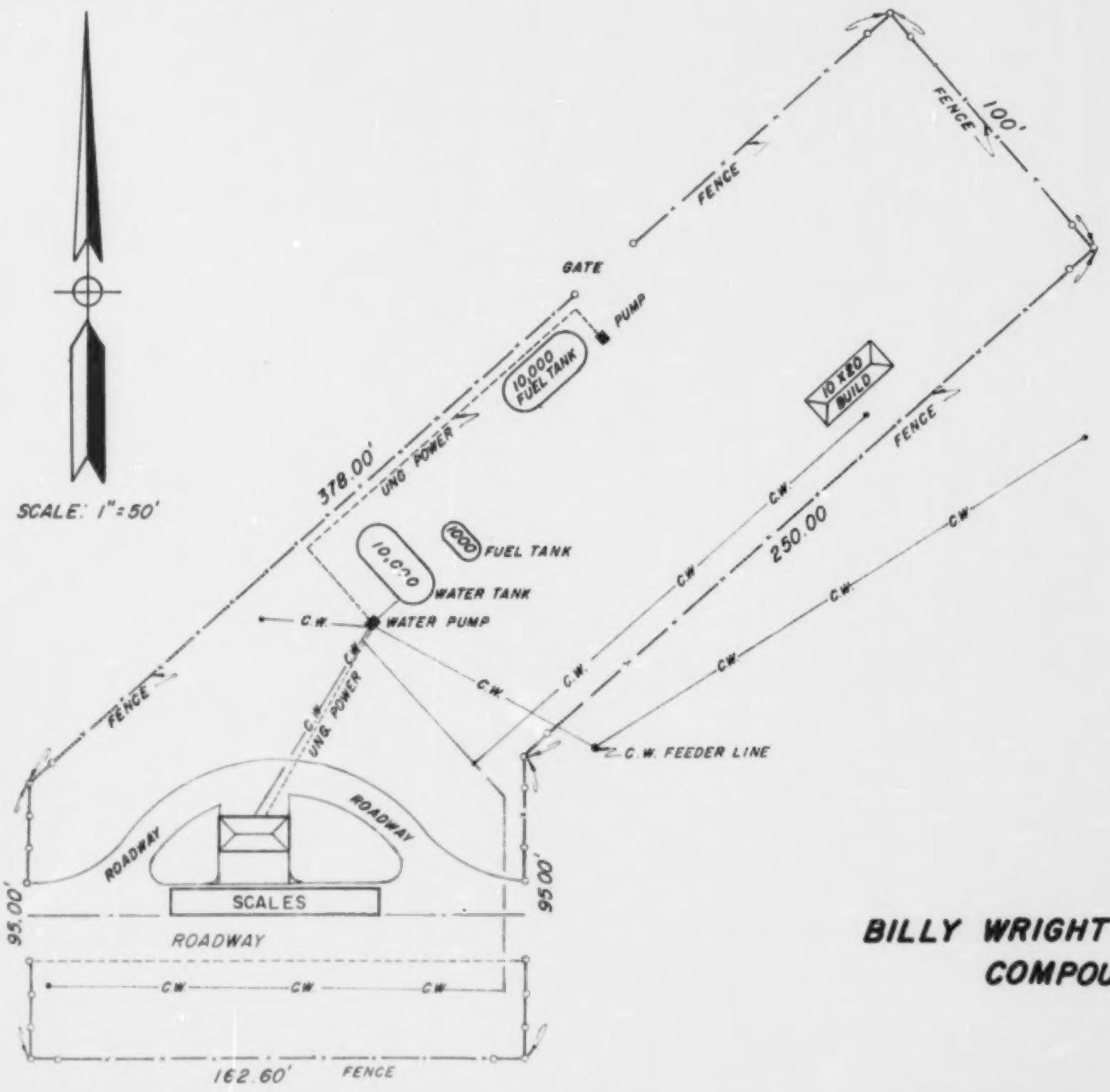
TOPOGRAPHIC MAP
SHOWING THE
BILLY WRIGHT DISPOSAL SITE

(AFTER COMPLETION)

RVA RAYMOND VAIL & ASSOCIATES
ENGINEERS • PLANNERS • SURVEYORS
FAIRFAX • TAHOE CITY • ANTIOCH

LOS BANOS #2

1234.02


SCALE: 1"=50'
GATE
PUMP
FENCE
100'
FENCE
FENCE
10,000 FUEL TANK
10 X 20 BUILD
378.00'
UNG POWER
1000 FUEL TANK
10,000 WATER TANK
WATER PUMP
C.W.
C.W.
C.W.
C.W.
C.W.
C.W.
C.W.
C.W.
250.00
C.W. FEEDER LINE
FENCE
C.W.
UNG POWER
ROADWAY
ROADWAY
SCALES
95.00'
95.00'
ROADWAY
CW
CW
CW
162.60'
FENCE

BILLY WRIGHT LANDFILL COMPOUND

was very poor quality they (the Water Quality Control Board) did not want to further contaminate it.

These restrictions plus the pipeline easements, scalehouse compound and roads cut the usable portion of the parcel to about 23 acres but considering the low daily volume expected (75 tons per weekday) at the site, it was decided that the capital outlay required for construction was justified by the length of time the site could be used. (See copy of Discharge Requirements, pages 142 & 148.)

Construction was started by developing a contour map, letting bids for fencing, scales, scalehouse and excavating the first area to be used for disposal purposes.

Knowing that an eastside site had to be developed as soon as legal access to the property could be obtained, the bids for the scales were awarded for both sites at the same time with installation contingent upon the date of acquisition of the second site. The chain link fences surrounding the compounds were handled in the same way and resulted in considerable time being saved in construction of the second site.

The scalehouse was located on the highest elevation of the usable area so that loads would come up the all weather paved road and go down the graveled roads to work areas and the empty trucks then came up these unpaved roads. It also gives the scalehouse personnel a view of almost the entire operating area.

The scalehouses are well constructed buildings consisting of an operators room with glass on three sides, housing the print and readout equipment for the electronic scale. A toilet and wash basin room, storage cabinets and a small office room in the rear for a desk and file cabinet for the use of site personnel and the part time use of the Foreman who is responsible for both sites. The successful bid for the construction of the 238 square foot building at the Billy Wright Site was in the amount of $17,429.00 which included an estimated $2,000.00 to bring power lines into the site.

Water supply was a serious problem as it was estimated it would require a well 700 or more feet deep through adverse soil to get usable water. The decision was made not to drill a well but instead to install a 10,000 gallon underground tank and pressure system and pipe water to the site from the California Aqueduct about 1½ miles away. In order to get the site in operation, domestic water was hauled by truck while waiting for the pipeline, which, incidently never materialized due to the difficulties encountered in securing easements for the line across intervening properties. Water for the site is now being furnished from a pipeline previously installed by the property owner adjacent to the site.

The telephone line from the nearest main line was over two miles away and was not constructed until nearly a year later at a cost of about $5,000.00 to the project. While awaiting the telephone line, a public service radio was used for communication and served adequately.

Fuel storage consists of a 10,000 gallon tank and pump for diesel fuel and a 1,000 gallon tank and pump for gasoline. All tanks on the site are located inside the compound and buried underground.

The perimeter of the property is fenced with a five foot fence on steel posts with 32 inches of wire mesh and three strands of barbed wire. The scalehouse compound is enclosed by an 8 foot chain link fence topped with three strands of barbed wire for maximum security.

A small metal utility building 10' by 20' was erected to furnish storage for lube supplies and miscellaneous tools and equipment.

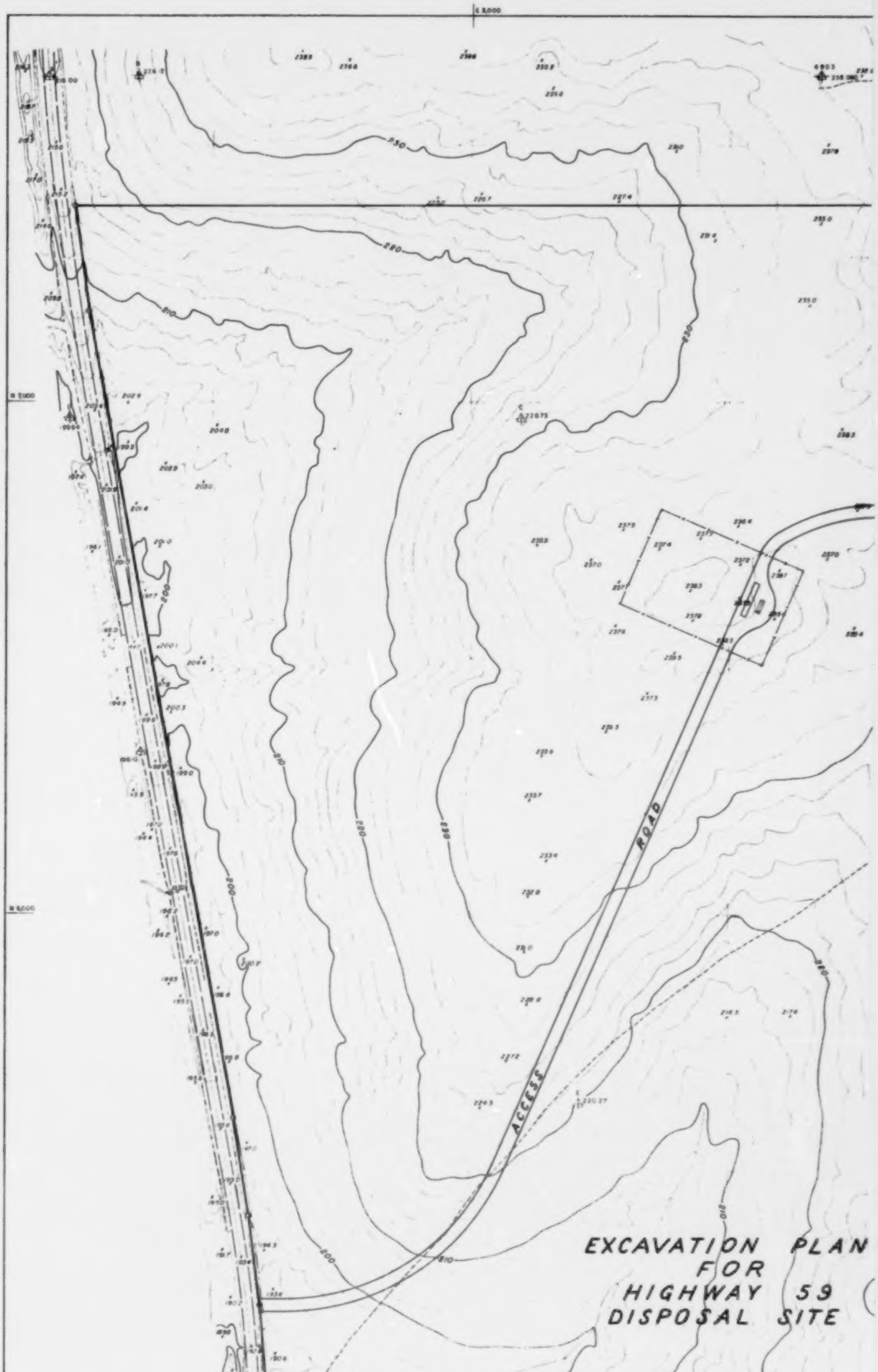
Landscaping work was contracted to a nursery who put in some lawn and planted some trees and shrubs. This work is being continued by the site personnel during their spare time, and they are encouraged to keep the site a pleasant appearing facility.

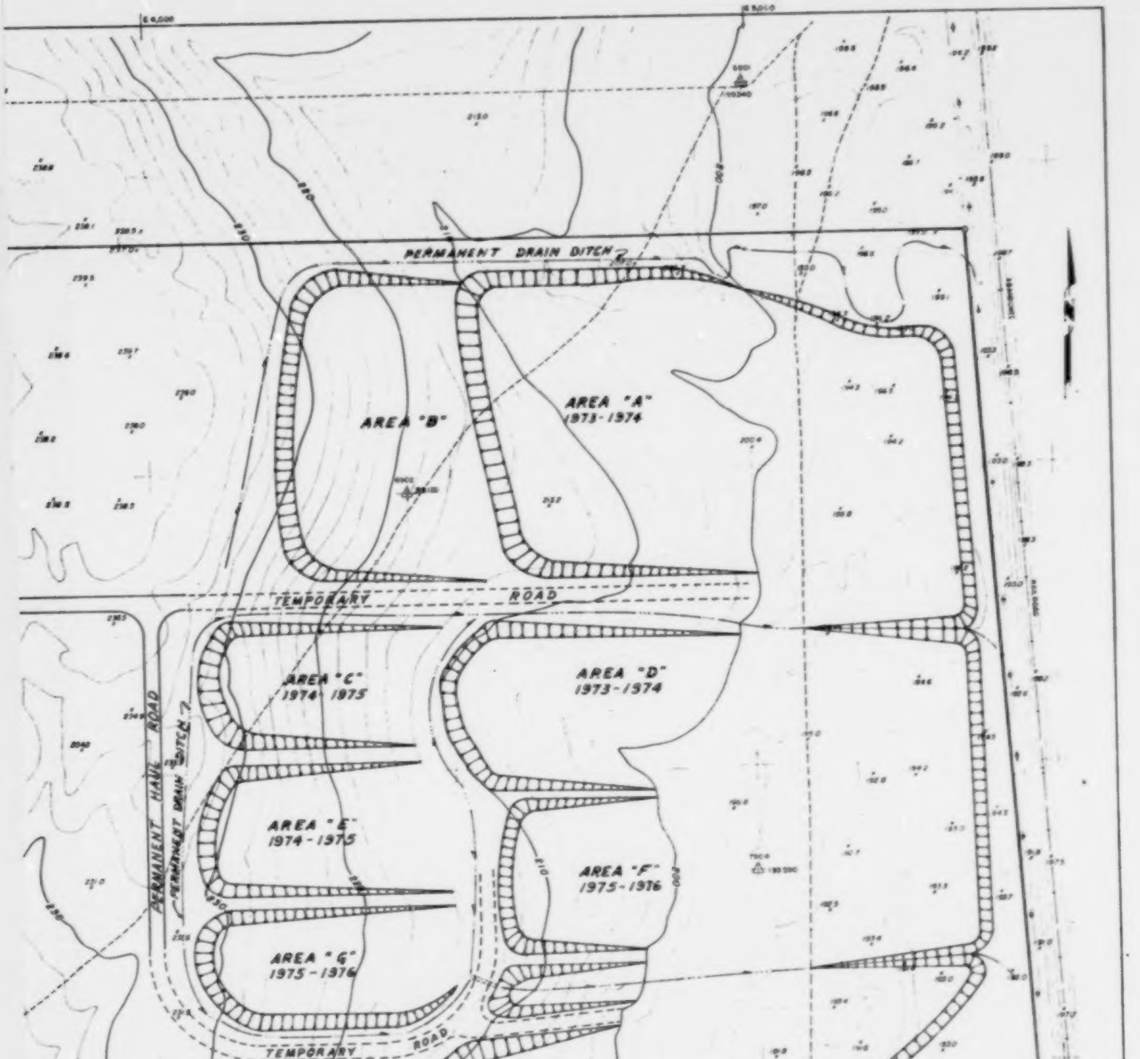
The excavation for the first work area was started by running the 270 foot and 280 foot elevation lines in the canyon shown on the site map and then excavating the material between the two elevations, giving a 10 foot lift for refuse. The material excavated was used to continue the 270 foot elevation out towards the north creating a sort of "toe" and pushing the natural drain out a short distance. This resulted in obtaining an extra acre or more of usable elevation.

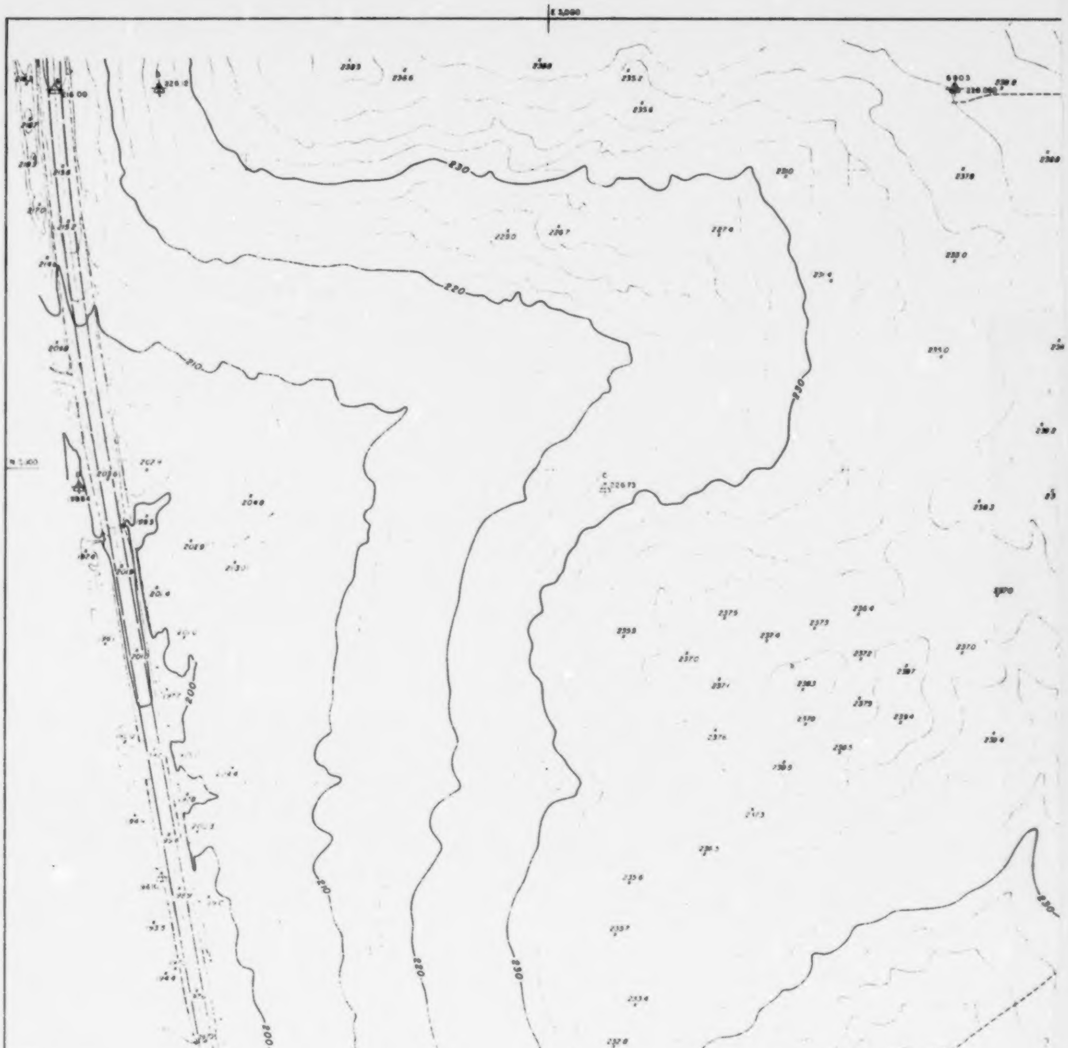
Eastside Site (See Site Map Pages 36 - 40.)

Legal access to the location along Highway 59 in the Merced area was not obtained until August 1, 1973, and as the Air Pollution Control Board's time extension was running out, time became a very important factor in putting the site into operation. Because of the fact that scale and fencing contracts had been issued at the same time the Billy Wright contracts were let, it was possible to proceed much faster than had been the situation on the first site.

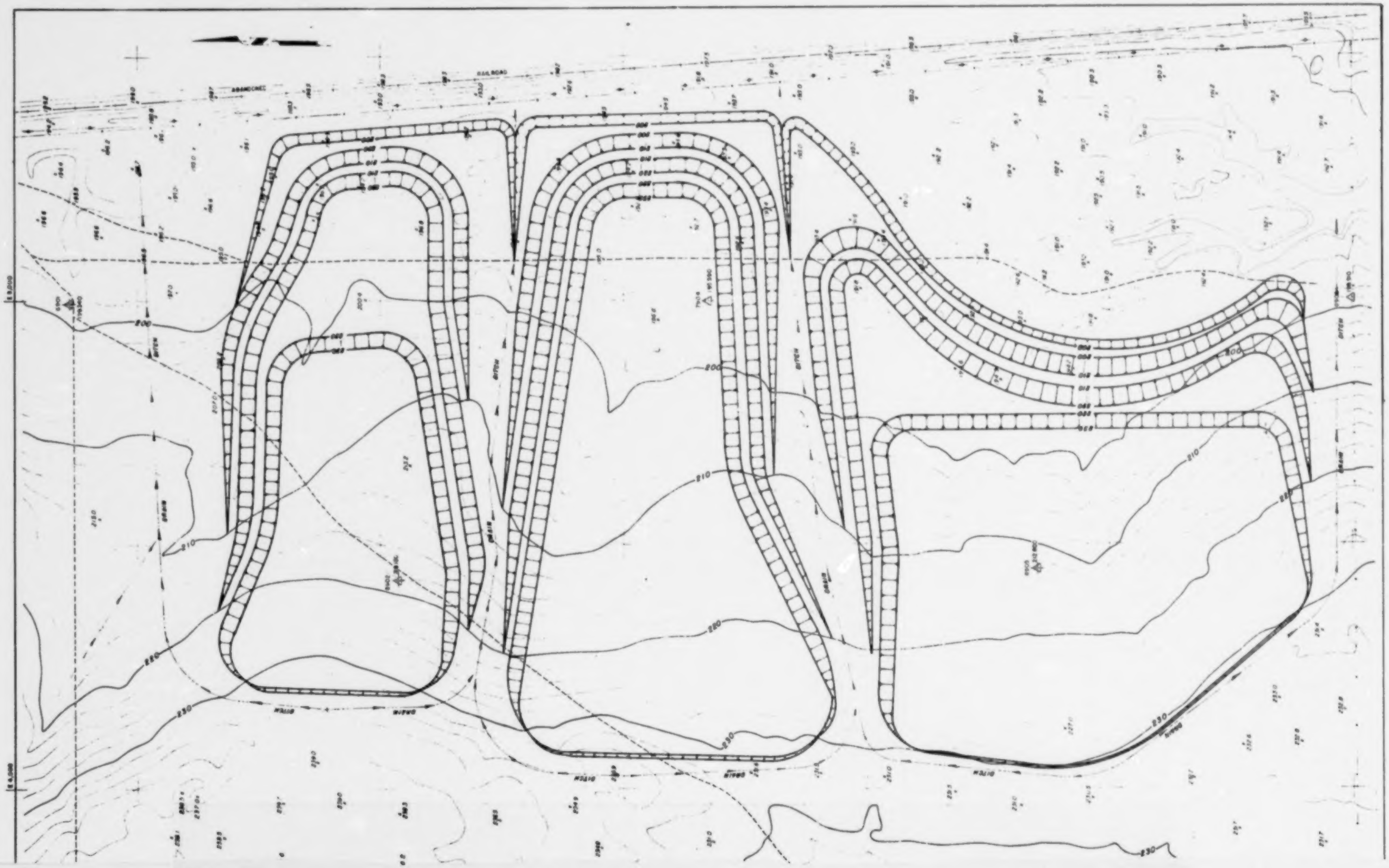
Most of the construction on the 59 Site was the same as on Billy Wright

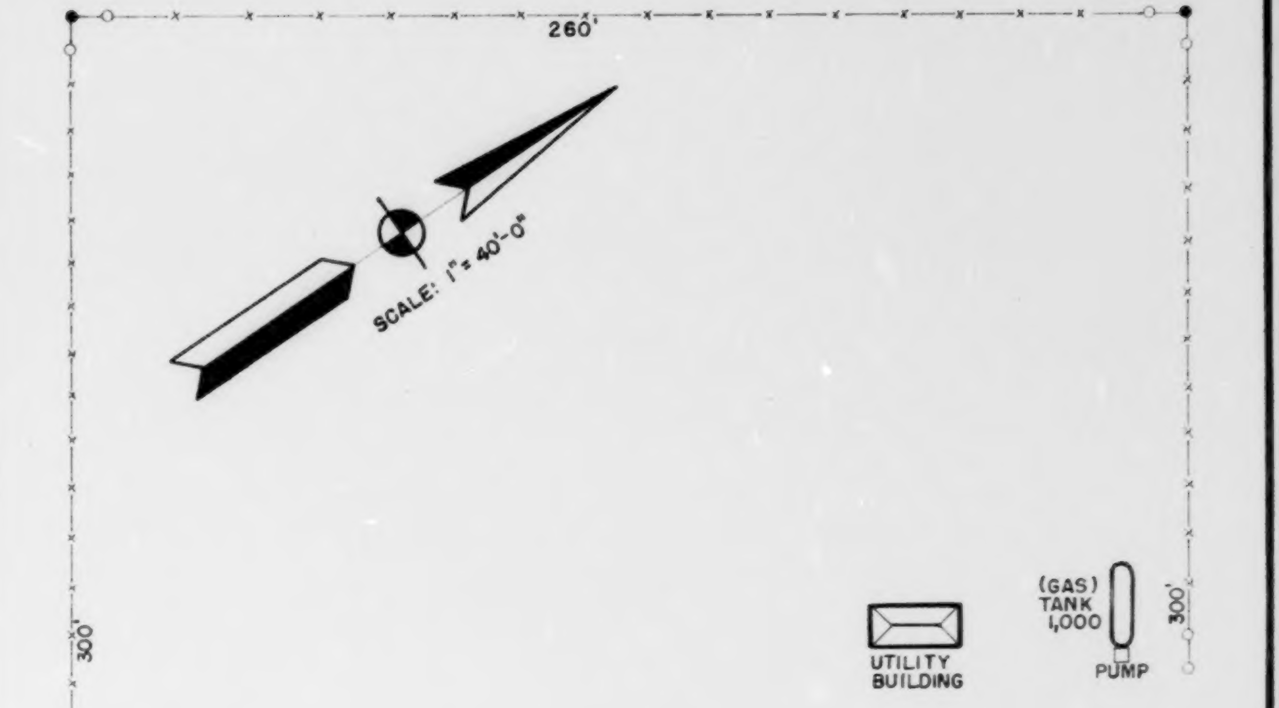

EXCAVATION PLAN
FOR
HIGHWAY 59
DISPOSAL SITE
ACCESS ROAD


PERMANENT DRAIN DITCH
AREA "B"
AREA "A"
1973-1974
TEMPORARY ROAD
AREA "C"
1974-1975
AREA "D"
1973-1974
PERMANENT HAUL ROAD
PERMANENT DRAIN DITCH
AREA "E"
1974-1975
AREA "F"
1975-1976
AREA "G"
1975-1976
TEMPORARY ROAD
AREA "H"
AREA "I"
AREA "J"
PERMANENT DRAIN DITCH


230
220
210
200

TOPOGRAPHIC MAP
SHOWING
THE HIGHWAY "59" DISPOSAL SITE
(AFTER COMPLETION)


RAILROAD
DITCH
DRAIN
200
210
220
230


260'
SCALE: 1" = 40'-0"
300'
(GAS) TANK 1,000
PUMP
300'
UTILITY BUILDING
PUMP
(DIESEL) TANK 10,000
CW
UNDER GROUND 220 POWER
PL
℄ ROAD
℄ ROAD
SCALE
CW
CW
SCALE HOUSE
SL
PL
SL
CW
PL
CW
CW
CW
CW
CW
SEWAGE TANK
WELL
260'
CW
CW
CW
TL
TL
TL

H. W. Y. (59) LANDFILL COMPOUND

with the exception of the water system and the excavation for starting disposal operations.

Well water was available at about 140 feet depth, so no tank was necessary. The well was drilled and a pressure system was installed and now furnishes domestic water as well as water for the landscaping in and around the compound.

The discharge permits on this site dictated that no material shall be deposited below elevation 200 feet USGS DATUM, which meant that most of the 160 acres in the parcel were usable for disposal operations. (1) Weekday tonnage averages about 160-170 tons per day. This site was put into operation October 8, 1973.

As may be noted on the contour maps of the site, there is a small naturally swampy area on the southeast corner which has the lowest elevation in the parcel. It is anticipated that any leachate coming out of the filled area would, as a natural consequence, gather in this area and it is planned to recirculate such liquids through the filled areas by pumps and sprinklers. At this time there has been no gas monitoring systems designed or installed at either site.

Transfer Station:

The transfer station and compactor constructed at the City of Dos Palos was intended to be an inexpensive, basic, no frills type of facility and operation. A ramp, a hopper, a compactor and bins, power, water, roads and fencing were all that was required. No operator or scales were required as only the city collection truck of Dos Palos were to use the transfer site and the loads would be weighed and charged

(1) See Discharge Requirements pages 142 & 148.)

for when they arrived at the landfill.

The compactor is a five yard unit compacting into a 40 yard roll off box which in turn is picked up by a transfer truck and taken to the landfill. There is no building around the hopper so it became necessary to construct a wire mesh "basket" to prevent litter blowing around the area when unloading the collection vehicle into the compactor. (See Plot Map Page 43 .)

OPERATION OF SYSTEM:

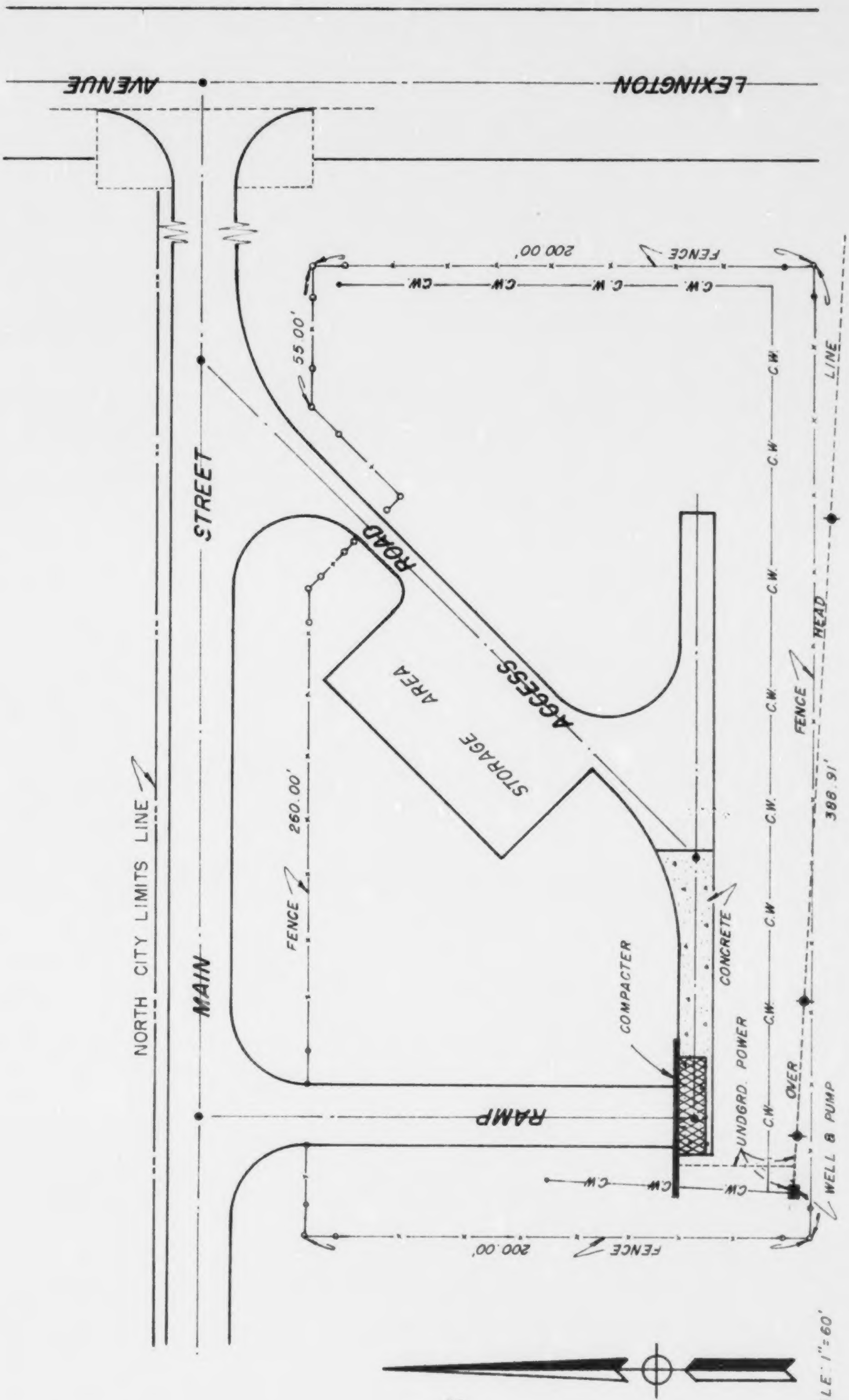
Personnel (See Organization Chart Page 41)

Operating personnel, at this date, consists of one landfill supervisor, one equipment operator and a relief man for each site due mainly to the fact that the Solid Waste Advisory Board insists that the sites be kept open from 7:00 A.M. to 4:00 P.M. everyday of the year except Thanksgiving, Christmas and New Year's.

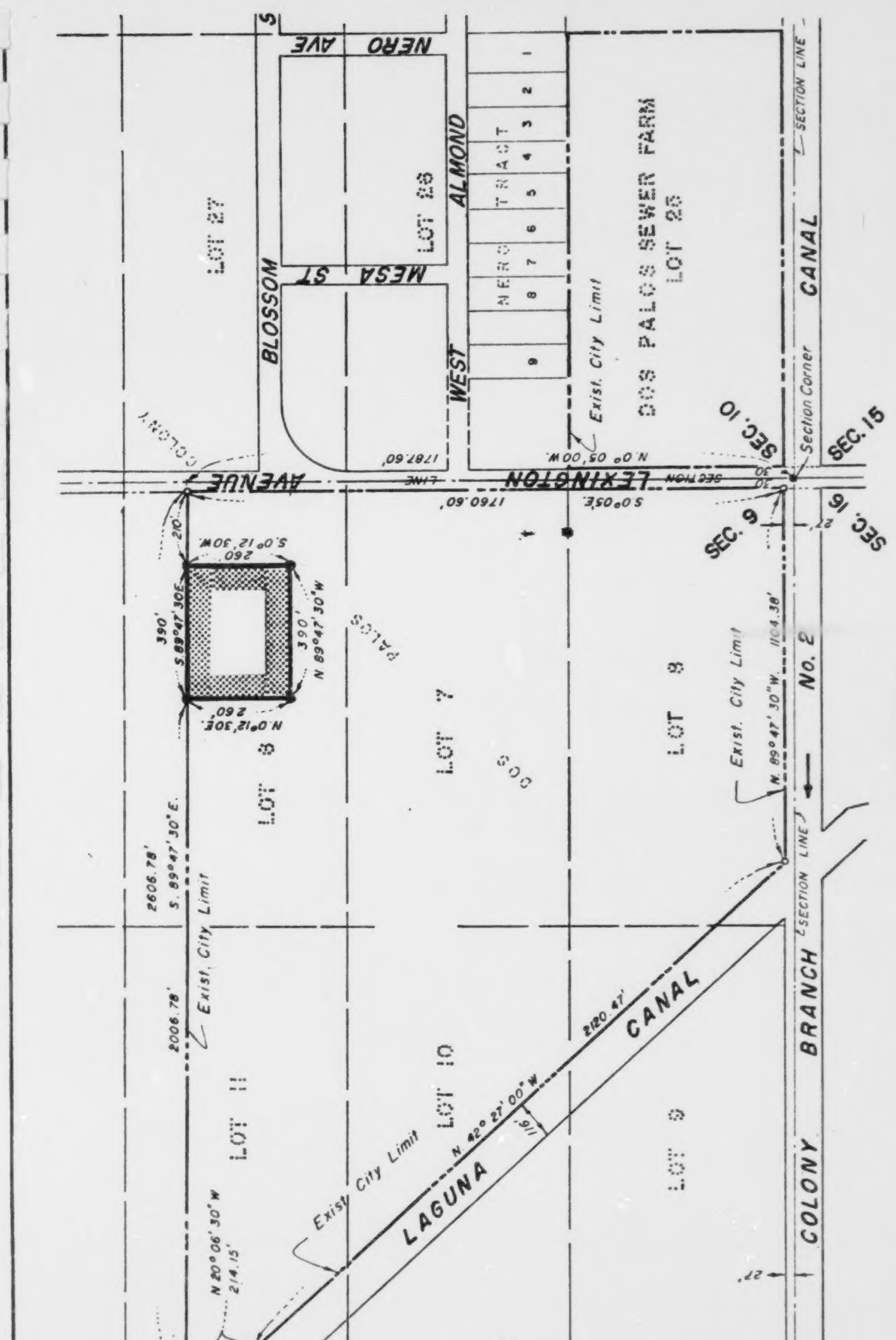
There is also a foreman, an account clerk, a typist, a laborer and the superintendent.

It has been the policy of the project that the scalehouse operator shall also be an equipment operator. It was felt that this was necessary in order to have a qualified equipment operator, familiar with site operations, who could be used in case of sickness, injury or vacations in such a small organization. If absolutely necessary, the foreman can operate the scalehouse and send the landfill supervisors to handle the equipment.

We hired only equipment operators who were thoroughly familiar with the operation of D8 dozers and scrapers so that the only training


LEXINGTON
AVENUE
MAIN
STREET
NORTH CITY LIMITS LINE
ACCESS
ROAD
STORAGE
AREA
RAMP
COMPACTER
CONCRETE
FENCE
200.00'
55.00'
260.00'
C.W.
HEAD
FENCE
LINE
388.91'
UNDGRD. POWER
OVER
WELL & PUMP
SCALE: 1"=60'

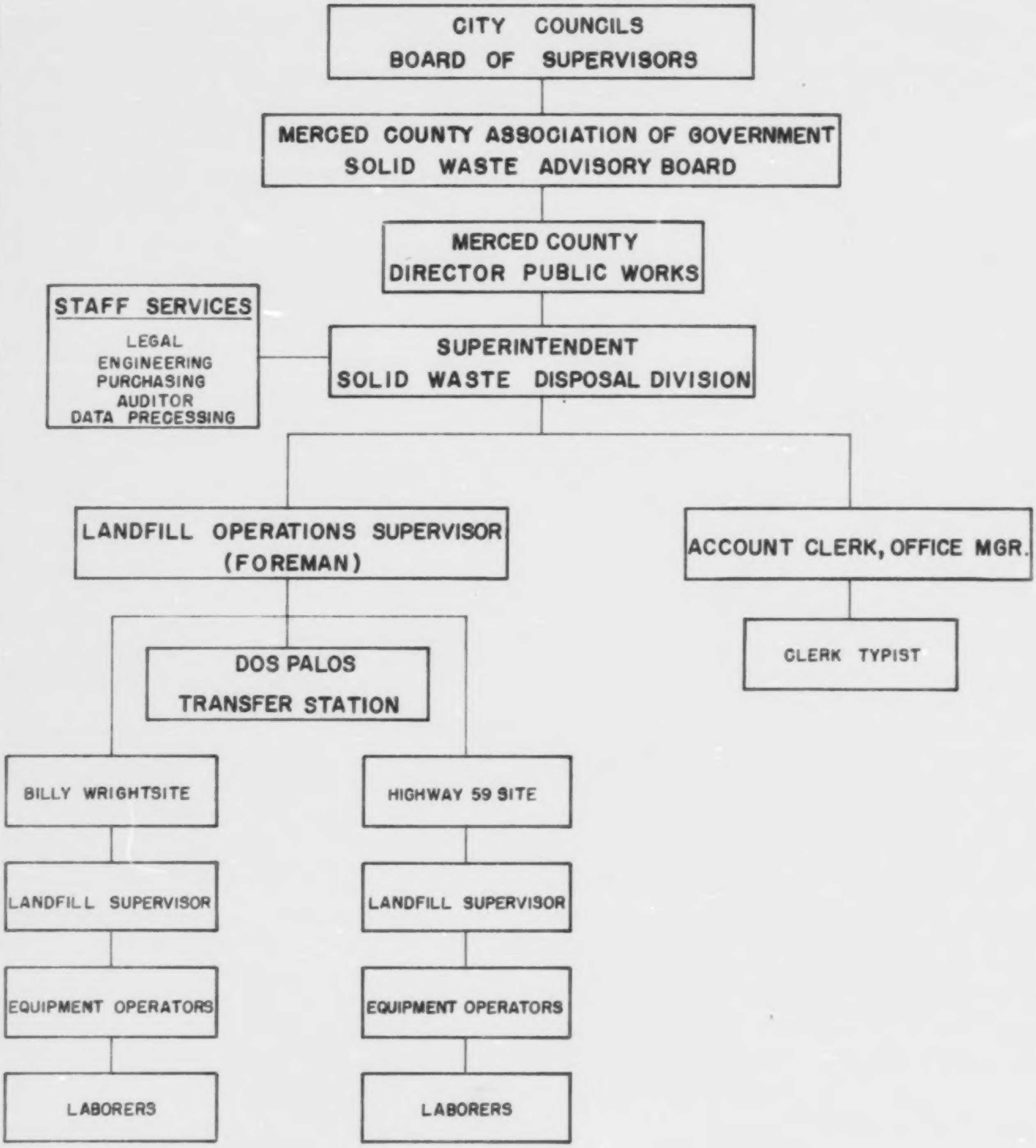
SOUTH DOS PALOS TRANSFER STATION COMPOUND



NERO AVE
LOT 27
LOT 28
MESA ST
BLOSSOM
WEST
ALMOND
NERO TRACT
1
2
3
4
5
6
7
8
9
DOS PALOS SEWER FARM
LOT 25
Exist. City Limit
CANAL
SECTION LINE
Section Corner
SEC. 10
SEC. 15
SEC. 9
SEC. 16
COLONY
AVENUE
LINE
LEXINGTON
SECTION
1787.60'
N.0° 05' 00W.
1760.60'
S.0°05'E.
30'
22'
210'
S.0°12'30"W.
260'
390'
S.89°47'30"E.
390'
N 89°47'30"W
260'
N.0°12'30"E.
PALOS
DOS
LOT 7
LOT 8
LOT 9
Exist. City Limit
1104.38'
N. 89° 47' 30" W.
No. 2
2606.78'
S. 89°47'30"E.
Exist. City Limit
2006.78'
LOT 11
LOT 10
LOT 9
BRANCH
COLONY
SECTION LINE
2120.47'
CANAL
N. 42° 27' 00" W.
116'
Exist City Limit
LAGUNA
N 20° 06' 30" W
214.15'
22'
1"=400'

LOCATION
FOR
DOS PALOS TRAINSFER STATION

ORGANIZATION CHART
MERCED COUNTY ASSOCIATION OF GOVERNMENTS
LANDFILL PROJECT


CITY COUNCILS
BOARD OF SUPERVISORS
MERCED COUNTY ASSOCIATION OF GOVERNMENT
SOLID WASTE ADVISORY BOARD
MERCED COUNTY
DIRECTOR PUBLIC WORKS
STAFF SERVICES
LEGAL
ENGINEERING
PURCHASING
AUDITOR
DATA PRECESSING
SUPERINTENDENT
SOLID WASTE DISPOSAL DIVISION
LANDFILL OPERATIONS SUPERVISOR
(FOREMAN)
ACCOUNT CLERK, OFFICE MGR.
CLERK TYPIST
DOS PALOS
TRANSFER STATION
BILLY WRIGHTSITE
HIGHWAY 59 SITE
LANDFILL SUPERVISOR
LANDFILL SUPERVISOR
EQUIPMENT OPERATORS
EQUIPMENT OPERATORS
LABORERS
LABORERS

necessary was the specialized techniques used in landfill operations, and training in weighing vehicles, collecting money and making out the necessary reports in order to operate the scalehouse.

Even though the bills are totaled and printed by the computer, there is still considerable posting of payments, adjustments, routine checking of weigh tickets and other clerical work to be done in handling the $25,000.00 per month business with about 400 accounts.

Equipment:

It was estimated that when operations started that it may be possible to operate each site with one D8 tractor equipped with hydraulic rippers, pulling a pull scraper when necessary for moving cover material. One pull scraper, a 20 yard used LeTorneau scraper was purchased for about $4,000.00 and put on the Billy Wright Site.

Problems were immediately encountered with hooking up the scraper as it was not possible to leave the rippers in position and hook up the scraper because the ripper prevented turning the combined unit in a short enough radius. Attempts were made to design a longer, articulated tongue for the scraper but estimates placed the costs of such a contrivance beyond practical limits. The present method is to drop the rippers and hook up the scraper which takes nearly two hours for the equipment operator with help from the scaleman. This means that such moves must be planned in advance so that maximum use may be made of the scraper everytime the hookup is made.

In view of the experience on the Billy Wright scraper, it was apparent from the start of operations of the Highway 59 site that changing over from scraper to rippers was not feasible due to the much larger work load at the new site. To cover the situation on an interim basis, an owner-operated D8 and 20 yard scraper was hired to move cover material with our tractor ripping for him in addition to compacting and covering the daily refuse. This was expensive, but kept the site in operation while trying to locate and purchase a self loading, self propelled scraper.

Purchase was made of a 20 yard, 260E Allis Chalmers, used, but in good operating condition for $40,000.00 complete with enclosed, heated and air conditioned cab.

We feel that the present 160-170 ton per weekday could be increased to 250-300 without adding equipment at this site. Hourly equipment used and manpower hours would increase but no additional equipment would be needed.

It is recognized by the staff that the compaction being achieved with the D8 is not comparable to that possible with a compactor. However, in analyzing the situation, it would be necessary to balance the purchase and operation of a very expensive piece of equipment against the relatively low price ($290.00 per acre) of the land. We do not anticipate the purchase of a compactor in the near future.

Other equipment owned by the project includes one auto, one new pickup and one old pickup, one old jeep, two water trucks and the transfer truck for roll off boxes.

Reporting and Accounting:

A system of reporting and accounting was developed around the use of plastic credit cards printed on a machine in our office and the services of the County-owned data processing center.

Customers, upon receipt of an approved application, are issued a card which shows the name of the customer with address and a control number assigned to the account. The control number, at the option of the customer, may include an identification of each individual vehicle using the system. This allows the computer to separate the vehicle loads so that when the customers bill is printed, each vehicle shows a subtotal for the period which aides the customer in assembling information as to their operation. This item is of no particular help to the project, but is provided to help the collectors make operational decisions based upon accurate information. (See sample bill on page 50.)

The applicant for a card is assigned a number which categorizes the various sources from which we receive refuse such as municipalities, contractors, gardeners, etc. Provided for in the system is also the means of determining what is brought into the landfills which has not yet been fully exploited. When fully developed, we should be able to, with reasonable accuracy, determine not only who brings in refuse, but what they are bringing in. (See sample printout on page 51.)

The computer printed bills are mailed out manually with addresses on self sticking labels, also provided by computer to match the bills. Included with the bills are addressed return envelopes which show the return address and account number of the payer. This makes for positive identification of the payment, a problem which costs considerable trouble prior to the use of these identified return envelopes.

Private citizens, hauling their own household or yard refuse, in their own cars, pickups, or two-wheel trailers, are charged a flat rate of $1.00 per vehicle. Although arrangements may be made by these private parties to pay later, almost all of the non-weigh charges are paid in cash to the attendant on duty, who issues a cash receipt for the money. Some of the commercial weigh loads also pay cash in preference to being billed, but about 90% of the commercials are on monthly billing. The cash collected at the sites is deposited at the bank in night deposit bags by the landfill supervisor after leaving the site, and accounted for on the "Landfill Daily Cash Report" a copy of which is shown on page 52.

CUSTOMER'S BILL

MERCED COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DISPOSAL DIVISION
P.O. BOX 2066
MERCED CALIFORNIA 95340
4/30/74

CRUSS LUMBER CO

YOUR ACCOUNT WITH THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS SANITARY LANDFILL SHOWS THE FOLLOWING CHARGES AND PAYMENTS FOR THE MONTH OF APRIL 1974

PAGE 1

ACCOUNT NUMBER	VEHICLE NUMBER	RECEIPT DATE	TAG NUMBER	DISPOSAL SITE	NET TONS	CHARGE AMOUNT	PAYMENT AMOUNT
3008		4/15/74	08880				65.16-
	001	4/22/74	18183	59	.47	2.00	
	TOTAL FOR TRUCK NUMBER 001...				.47	2.00	
	004	4/03/74	14226	59	1.84	6.44	
	004	4/09/74	14530	59	1.27	4.45	
	004	4/10/74	14635	59	5.48	19.18	
	004	4/11/74	14702	59	1.77	6.20	
	004	4/12/74	14759	59	1.14	3.99	
	004	4/16/74	14895	59	3.60	12.60	
	004	4/16/74	14699	59	.83	2.91	
	004	4/17/74	18001	59	2.36	8.26	
	004	4/22/74	18246	59	1.14	3.99	
	004	4/24/74	18362	59	.66	2.31	
	TOTAL FOR TRUCK NUMBER 004...				20.09	70.33	
	010	4/03/74	14215	59	1.88	6.58	
	010	4/15/74	10337	BW	1.35	4.73	
	TOTAL FOR TRUCK NUMBER 010...				3.23	11.31	
	011	4/19/74	18083	59	1.55	5.43	
	011	4/25/74	18395	59	1.11	3.89	
	011	4/26/74	18471	59	.76	2.66	
	TOTAL FOR TRUCK NUMBER 011...				3.42	11.98	

BALANCE FROM PREVIOUS MONTH............	65.16
TOTAL TONNAGE THIS MONTH...............	27.21
TOTAL CHARGES THIS MONTH...............	95.62
TOTAL PAYMENTS RECEIVED THIS MONTH....	65.16-
TOTAL AMOUNT DUE AND PAYABLE..........	95.62

MONTHLY REPORT

SOLID WASTE DISPOSAL DIVISION
SUMMARY OF TONNAGE BY TYPE
FOR MONTH ENDING 11/30/74

BILLY WRIGHT SITE

CHARGE ACCT & TYPE	TONNAGE	REVENUE
1001-1999 MUNICIPALITIES	883.08	3,409.21
2001-2999 PRIVATE REFUSE HAULERS	115.46	270.22
3001-3999 BLDG. & CONST. CONTRACTORS	23.11	83.09
4001-5999 INDUSTRIAL & COMMERCIAL	157.38	600.71
6001-7999 GARDENERS & TREE CONTRACTORS	.00	.00
8001-9999 OTHERS	51.84	252.81
TOTAL WEIGH CHARGES	1,230.89	4,616.04
CASH AT SITE WEIGH	66.80	262.90
TOTAL WEIGH REVENUE	1,297.69	4,878.94 *
TOTAL NON/WEIGH CHARGES	....	51.50
CASH AT SITE NON/WEIGH	....	684.75
TOTAL NON/WEIGH REVENUE	....	736.25 **
TOTAL REVENUE FOR MONTH	1,297.69	5,615.19 ***
TOTAL WEIGH VEHICLES	607	
TOTAL NON/WEIGH VEHICLES	664	

HWY 59 SITE

CHARGE ACCT & TYPE	TONNAGE	REVENUE
1001-1999 MUNICIPALITIES	2,344.83	9,062.30
2001-2999 PRIVATE REFUSE HAULERS	277.95	2,567.01
3001-3999 BLDG. & CONST. CONTRACTORS	167.09	603.35
4001-5999 INDUSTRIAL & COMMERCIAL	488.38	1,810.67
6001-7999 GARDENERS & TREE CONTRACTORS	90.10	376.00
8001-9999 OTHERS	117.73	498.52
TOTAL WEIGH CHARGES	4,086.08	14,917.85
CASH AT SITE WEIGH	98.07	385.85
TOTAL WEIGH REVENUE	4,184.15	15,303.70 *
TOTAL NON/WEIGH CHARGES	....	63.75
CASH AT SITE NON/WEIGH	....	2,636.73
TOTAL NON/WEIGH REVENUE	....	2,700.48 **
TOTAL REVENUE FOR MONTH	4,184.15	18,004.18 ***
TOTAL WEIGH VEHICLES	1,526	
TOTAL NON/WEIGH VEHICLES	2,510	

MERCED COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DISPOSAL DIVISION
LANDFILL DAILY CASH REPORT

LOCATION

WEIGHT TICKETS: OPENING NUMBER

CLOSING NUMBER

NUMBER OF TICKETS CASH

NON WEIGHT TICKETS:
OPENING NUMBER

CLOSING NUMBER

NUMBER OF TICKETS CASH

CREDIT TO ACCOUNTS
OPENING NUMBER
CLOSING NUMBER
NUMBER OF TICKETS CASH

TOTAL CASH RECEIPTS: $

CHANGE ON HAND START OF DAY:

CHANGE ON HAND END OF DAY:

CASH RECEIVED THIS DATE: $

OVER:
SHORT:

CASH FOR REMITTANCE:
CASH HELD PREVIOUS REPORTS: DATE AMOUNT

TOTAL: $

LANDFILL SUPERVISOR:

DATE:

REMARKS:

ECONOMICS OF PROJECT

COSTS

ACQUISITION & START-UP COSTS:

Land	$ 82,215.27	
Buildings & Improvements	180,728.31	
Equipment	132,617.27	
Capital Outlay		$395,560.85

START-UP OPERATIONS:

January 1, 1973 to June 30, 1973	33,791.00	
July 1, 1973 to August 1, 1973	19,212.25	
Total Start-Up Costs		53,003.25
Total Capital Outlay & Start-Up Costs		$448,564.10

The low cost for equipment was possible because the two main pieces of equipment, two D8 bulldozers, were leased instead of purchased.

The primary reason the two dozers were leased instead of purchased was, of course, the very high cash outlay required to purchase. The two machines were priced at $109,904.00 each which meant that in addition to the $400,000.00 capital outlay already committed, it would have been necessary to burden the project with $220,000.00 more.

The contract for the dozers carries a "back-up" equipment clause which guarantees that in the event of a breakdown, the supplier will furnish us with a similar tractor until the original one is repaired and returned to duty. Our discharge permits and obligations to the communities dictate that cover shall be placed daily at the landfills. This meant that if the two dozers were purchased, we would also have to locate a standby dozer to be used in emergencies and so we would have had to locate and purchase yet another piece of equipment; a used, operable dozer.

The contract is for a five year period. Monthly rate for each dozer is $2,089.50 plus tax, based upon minimum use of 1,500 hours per year. Over 1,500 hours, the per hour rate is $18.38. The contract has a cancellation clause with penalty of $6,000.00 if contract is cancelled at the end of the first year; $3,500.00 second year; $2,500.00 third year and $1,800.00 at the end of the fourth year. The supplier is responsible for all maintenance and repair except the expendable items such as filters, bulbs, batteries, belts and lubrication. The machines will be replaced with new ones approximately every 20 months, so down time should be minimal. In view of the relatively small population of the County (117,500), it was felt that another $220,000.00 added to the money already committed would work a financial hardship on the taxpayers.

It is difficult to accurately assess those expenses which should be called "start-up operations" because of the fact the small of the two sites opened up August 1, 1973 and staff costs continued with very little revenue until October 8, 1973 when the larger Highway 59 Site opened.

The start-up costs of $53,003.00 cover only the period to August 1 when the first site opened. It may be that some of the operating overhead for the period between August 1 and October 8 should be included in start-up money. "Start-up" costs were considered as those expenses incurred before the project became operational, but were not of a capital nature.

REVENUE

REVENUE AND DISPERSEMENTS FOR THE PROJECT TO DECEMBER 31, 1974:

Salaries & Benefits	$159,369.84	
Services & Supplies	200,474.94	
Total		$359,844.78

FIXED ASSETS:

Land	82,215.27	
Buildings & Improvements	180,728.31	
Equipment	136,617.27	
Total		395,560.85
Total Expenditures		$755,405.63

SITE REVENUES:

As soon as the second (Highway 59) was opened, the revenue started coming and as may be seen from the reports (Pages 56 & 57.) the project became self supporting.

Monthly tonnages range from a low of 4,445 tons in February to a high of 7,258 in August. Total revenue at the sites for the period August 1, 1973 through December 31, 1974 was $376,587.95, of which $57,362.00 was collected from private vehicles (cars, station wagons, pickups) which are charged a flat fee of $1.00 and are not weighed.

Revenue is shown by month for the project to the present on page 57.

REVENUE:

Contributions by Members	$301,518.00	
EPA Grant	150,000.00	
Site Revenue to Date	376,587.95	
		$828,105.95
Accounts Receivable as of December 31, 1974	26,177.79	
Cash Received		801,928.16
Total Expenditures		755,405.63
Unencumbered Cash on Hand		$ 46,522.53

PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION PERIOD 10-1-74 / 12-31-74
2nd Quarter
QUARTERLY COST & REVENUE REPORT

	BILLY WRIGHT SITE	ADMINISTRATION	HIGHWAY 59 SITE
SALARIES & BENEFITS	$10,342.56	$12,194.31	$11,205.08
EQUIPMENT COSTS	10,533.82	480.59	11,838.72
SERVICES & SUPPLIES	1,278.23	3,187.75	822.37
OPERATING COSTS	22,154.61	15,862.65	23,866.17
DEPRECIATION	1,824.00	542.00	2,110.00
	$23,978.61	$16,404.65	$25,976.17
PRO-RATED ADMINISTRATION	$ 3,280.93	80-20%	$13,123.72
		PROJECT COSTS	
TOTAL COSTS	$27,259.54	$66,359.43	$39,099.89

REVENUE

	BW	TOTAL	59
TONNAGE	3,963.52	17,298.59	13,335.07
COST PER TON	$ 6.88	$ 3.84	$ 2.93
WEIGH REVENUE	$15,045.51	$63,615.87	$48,570.36
WEIGH REVENUE PER TON	3.80	3.68	3.64
NON-WEIGH REVENUE	2,150.20	11,042.43	8,532.23
TOTAL REVENUE	$17,555.71	$74,658.30	$57,102.59

TOTAL REVENUE BY MONTH

PERIOD - AUGUST 1, 1973 TO DECEMBER 31, 1974

1973:		
AUGUST	(ONE SITE)	$ 4,346.97
SEPTEMBER	(ONE SITE)	4,506.72
OCTOBER	(BOTH SITES)	20,660.86
NOVEMBER		22,934.18
DECEMBER		20,030.61
1974:		
JANUARY		22,154.31
FEBRUARY		20,489.74
MARCH		24,085.43
APRIL		26,920.73
MAY		26,903.29
JUNE		24,352.76
JULY		24,149.18
AUGUST		31,964.15
SEPTEMBER		28,430.72
OCTOBER		28,215.27
NOVEMBER		23,619.37
DECEMBER		22,823.66
TOTAL		$376,587.95

JANUARY 1975 WAS 5.8% OVER JANUARY 1974

DECEMBER 1974 WAS 5.0% OVER DECEMBER 1973

At the time some of the first estimates were developed for the program, it appeared that start-up and capital outlay could go to $550,000.00 which would set up two landfills and three transfer stations. Early in the project, it was decided to investigate the possibility of securing federal aid in the form of an EPA Grant. An application was filed June, 1972 for a demonstration grant in the amount of $250,000.00.

This original grant request was unacceptable to the administration in the original form, and a representative came to Merced to discuss requested changes in the application and to inform the Association of Governments that there was available only $150,000.00.

The application was revised as instructed, refiled and accepted up to $150,000.00.

BONDING:

The issuance of revenue bonds to reimburse members for the original $301,518.00 assessment became a real item of dissension and misunderstanding between the various members of the Merced County Association of Governments. The general feeling among some contributing members was that they had been assured, and in turn had assured their respective councils that the money they had put up would be returned as soon as the bonds had been sold, and also had assumed this meant bonds would be sold as soon as possible. This, however, had not been the case.

After several meetings and communications between members, a bonding counsel was brought into the preliminary discussions and the possible size of the bond was studied. The status of the EPA Grant, at this time, was unclear due to a reversal on the mandatory portion of the County ordinance which had been made a possible contingency of funding by an official in the EPA organization. Also, it was not clear, at this time, whether or not items funded by a grant could be included as bondable. Time moved on until February, 1974 at which time it had been decided by Merced County and the cities of Dos Palos and Gustine that they would rather go cash than participate in the expense of a bond issue.

This reduced the total bond requirements to a point which seemed too small to warrant the issuance of bonds. At least for now, the idea of issuing revenue bonds had been discarded.

Brought in to the discussions in place of bonds was the feasibility of assessing a suggested 50¢ per ton over operating expenses to be set aside in a "payback fund" from which contributing members would be reimbursed. As of the end of the grant period (December 31, 1974) this matter is still unresolved. Now, some of the thinking is that inasmuch as the six cities and the franchised county haulers bring in 72% of the weigh revenue, raising the rate at the sites would mean that the members would have to pay 72¢ more at the site for every dollar they would get back through the payback fund--so why do it?

Revenues up until December 31, 1974 were enough to carry operations and depreciation, and present estimates indicate that rates now in effect will suffice until the end of the fiscal (1974/75) year. The uncertainty of future economic conditions make very difficult the prognostication of balance between present rates, future tonnages, inflation increased operation costs and source reduction by resource recovery. It is the staff thinking that a rate increase will probably be needed next fiscal year because increases in tonnage caused by population growth cannot keep pace with the increase in operation costs brought on by the present economic trends.

Quarterly Report of operational expenses shown in detail on page 159.

PUBLIC IMPACT

CLOSING:

There were 16 public dump sites in use throughout the County at the beginning of the program. Each of the six cities operated a site and Merced County had ten. All of the sites burned as a means of volume reduction with the exception of the City of Atwater which was using a cut and cover operation.

The problems caused by these 16 burning dumps cannot be overstated. The general public had unlimited access to most of the dumps, and dumped wherever their fancy dictated. Fires sprang up as old fires were fanned by the breeze or when someone decided it was a good time to light the pile. Salvaging was carried on by the users and part time operators. Empty or partially filled pesticide cans were thrown into the dumps where anyone using the site was exposed to their contents. Rats and ground squirrels fought with abandoned domestic cats for whatever food was available. Flies bred in the putrescibles and mosquitoes multiplied in the ponded water; and always the smell and the smoke.

In dealing with the disposition of the old dump sites as they were replaced by landfills, the original study concluded that all of the sites should be closed and as soon as possible. The project would cover all of the sites and the cost would be prorated among the member entities on a population basis, as were the landfill costs. This idea came a cropper when the legal counsel for the Association ruled that this type of expense and assessment was not valid under the present joint powers agreement. The only other apparent manner in which the sites were to be covered was for each entity to handle its own.

This was agreeable to most parties, but has resulted in considerable foot dragging as to final covering of the old dumps. Of the original 16 burning dumps, all are now closed and posted, but only five have been completely cleaned and covered. Work should be completed on the balance of the County owned sites by the end of this fiscal year. The experience here has been that locking the gate and posting the site with "Closed" signs does not deter many of the former users. One of the county-owned dumps in the Los Banos area is a very good example of why it is essential that the identity of a location as a dump be obliterated.

Following the closing and posting of the site, it was necessary to send a crew and equipment to clean up around the gates and along the fence line about every month or so. Some people were resentful about the dump being replaced with a landfill which was not only further away but collected money for dumping. It would have been necessary to literally "stake the place out" to prevent dumping. This condition persisted until Fall when the location was completely cleaned and covered. (See photos Page 63) Since completion of the covering and complete eradication of this former dump, all clandestine dumping has stopped completely.

PUBLIC RESISTANCE TO CHANGE:

Public acceptance of replacing the old free dumps with landfills which charge has been slow but steady. People have found it is much less unpleasant to drive in to a clean site with good roads, where refuse is covered daily and rats simply do not exist. They do not have to drive through refuse to unload refuse. Free from the smoke of burning garbage

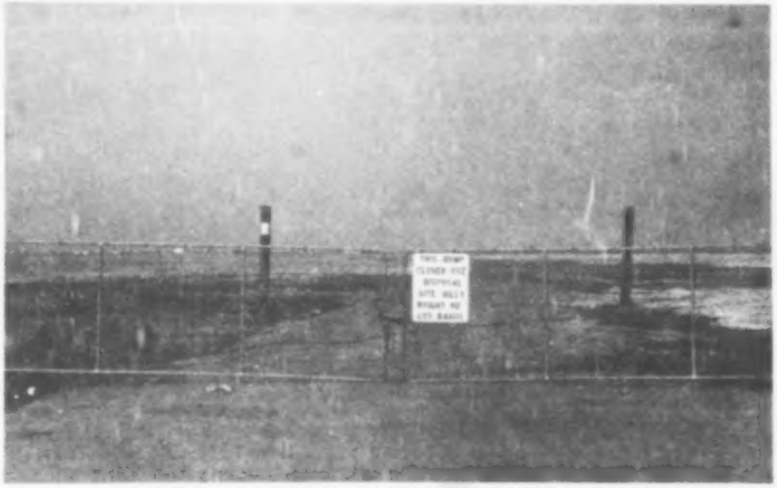
OLD

DUMPS

THE

WAY IT WAS

LOS BANOS
COUNTY SITE
AFTER COVERING
AND POSTING



and the danger of pesticide cans, the customers are coming more and more to the realization that the landfills are indeed a better way.

NEW SITES:

As was discovered when first attempting to find site locations, any type of disposal facility causes resentment in most of the people in the area. Many, or most, do not know what a well operated sanitary landfill is like, and from past experience, are skeptical of promises made by any governmental agency as to what will happen five, ten or 20 years from now.

They have been conditioned by the appearance of the old dumps replete with rats, flies, garbage, smoke and odors. It is difficult to try to achieve acceptance when public education is attempted, and doubly difficult when no attempt at public relations is made before securing a location and building a site.

The Billy Wright Site on the Westside of the County posed very few problems in this respect as there are no residences for several miles around the location. Adjacent property is owned or managed by people who do not live on the property and whose only real concern is that wind blown litter would be either controlled or picked up by the site personnel.

The Highway 59 Site was, and is, a different matter. This site has families living in the immediate area who did not want the "damn dump" next door to them in the first place, and who watched the operation very closely looking for and expecting to find all kinds of blowing litter, uncovered garbage, smoke, odors and dust despite the assurances they had been given. Some of the more resentful make periodic inspections in order to make sure everything is properly handled and registering complaints at even the most minor transgressions. It is encouraging, however, to note that this apprehension is subsiding as it becomes apparent that the serious nuisances they expected are not materializing.

The fact that all users of the disposal facilities are required to pay has had considerable impact on the rates charged the customers by all collection services. In the past, the operation of an open burning dump cost the city little or nothing and in one case (the City of Merced) a fee was charged private users so in addition to using the site for all of their own refuse collections, showed a slight profit on the charges at the gate, so in effect paid nothing into a disposal operation.

Past and present rates of city collection services:

	Old Rate	New Rate
Los Banos	$2.75	$5.00
Dos Palos	1.75	3.25
Livingston	3.50	5.00
Gustine	2.25	5.00
Merced	(Contemplating increase)	
Atwater	3.75	4.75

Many cities and most private collectors have been forced to increase the collection rates to the customers in order to cover the disposal costs of the new system, which naturally generated some irritation between the customers and the operator.

The private individual who used to haul his own refuse to one of the old neighborhood dumps, go in for free and pick up anything he thought he could use was really exasperated to find out when coming to one of the new sites that he not only had to drive much further in most cases, but had to pay when he got there and to add insult to injury was not allowed to prowl the site looking for something he might use.

Many commercial and industrial plants and businesses have been forced by the $3.50 per ton charge to take a closer look at their refuse generation and handling.

Tire dealers and auto wreckers are particularly incensed over the 25¢ per passenger tire charge. This charge is assessed on the theory that a tire requires special, and therefore, more expensive handling and that the "user pay" philosophy dictates that the originator of a specific expense be the one to pay for it.

Happily, this resentment against paying is another of the changes brought about by the new system which is gradually being accepted by the general public with good grace. It just took a little "getting used to".

FRANCHISE REFUSE COLLECTION:

There had never been any regulations or control of the refuse collection in the unincorporated areas of the County. As a result, rates and service were whatever the tariff would stand. It was not unusual for two customers, living in the same block, to be paying a collector two different rates for the same service.

There was considerable duplication of routes as none of the larger contractors were willing to move out of any district and even if two of them had agreed on territory, the others would not honor the boundaries. Customers were at the mercy of the contractors as far as returning to pick up skips or what materials or containers were to be picked up, and those which weren't. Customers dropped one service and contracted another after they had become delinquent. None of the contractors were really making a profit and much of the equipment was unsafe, unsightly and expensive to keep on the routes. Breakdowns were a daily occurrence and routes were frequently picked up a day or two late with no recourse by the customer except complaining to the operator. A person living too far off the regular routes to be worthwhile, received no service.

The County undertook to correct the many shortcomings of such a haphazard arrangement by first enacting an ordinance covering the storage, transportation and disposal of solid wastes. The original ordinance along with the later changes is incorporated into "Ordinance No. 722, Solid Waste Ordinance of Merced County, California, General Refuse and Disposal Site Regulations". This Ordinance is reproduced on page 83.

The original ordinance provided for the franchising of areas to private collectors, with mandatory participation by all residences making the owner responsible, and the County billing and collecting the fees. A billing division was created within the County Auditor's Department. This billing division drafted a letter to all property owners explaining briefly the provisions of the ordinance and asking verification of parcel numbers and addresses for the purpose of billing for refuse collection.

During the writing of the original ordinance the County had held public hearings as required, and some resistance to the provisions of the ordinance had been registered by small but vocal groups. One group comprised the haulers who do not want to bid. Another group was property owners who did not want the property owner financially responsible for collection fees. Some of the free spirits simply did not want anyone to tell them what to do with their refuse, they liked it the way it was. However, when the letter from the billing office went out, it served as a catalyst to the formation of an informal association with a spokesman and legal counsel.

Meetings in the small communities around the rural areas were organized and County officials were asked to attend and try to justify the ordinance. Finally, the political pressure on the Board of Supervisors became so intense that they (the Board) felt it necessary to rewrite the ordinance, deleting the portions mandating mandatory participation and therefore the County billing. The franchising and control of private collectors, and the seven day removal provisions, however, were retained.

Merced County Ordinance No. 714 (See Page 75) was drafted and passed. This ordinance, which set forth the procedure for franchising collectors, also established levels of service, conditions and type of equipment, operating procedures and payments of franchise fees. The bid specifications were written within these standards of the ordinance. (Bid Specifications - See Page 96.)

The staff had recommended the County being divided into three areas, feeling that any smaller division could not produce enough volume to make financially sound operations. Acknowledging that franchising was going to move ahead in spite of their protests, the private haulers held some meetings and offered a six area division which represented what each considered as his "basic territory". The Board of Supervisors trying to keep all of the locals in business, accepted this division.

There had apparently been some sort of gentleman's agreement among the haulers not to bid any other territory but those assigned, but when the bids came in, one of the original haulers had three areas, an outside firm had another, one newer operator took over an area adjacent to his old one and three of the originals ended up without any territory. These latter three then attempted to enlist enough help to either overthrow the entire ordinance, recall two of the Board of Supervisors, or both. The recall movement died for lack of signatures and the spotlight of public attention turned to other matters. Now, nearly a year later, the public has accepted the situation and in most cases, recognize the advantages of having the level of service defined and enforced, the rates uniform and public, someone (the County) to turn to in case of disputes with the hauler and knowing that regular collection routes and pick up days are published and honored.

The collectors no longer have to cut rates, duplicate service or pirate customers to survive. The collection of refuse in the unincorporated areas of the County had settled down to a routine every day operation, with little attention given to it by the customers, which means it is a successful public service.

CONCLUSIONS

1. The project has demonstrated that local governments, working together in multi-government organizations, can successfully solve common, area-wide, solid waste problems.
2. Efforts to alleviate environmental nuisances caused by solid waste entail more than the construction of landfills. Ordinances must be written and passed, some substitute such as organized, controlled refuse collection systems must replace neighborhood dumps, old dumps must not only be closed but cleaned up and covered, enforcement of storage and removal must be established and maintained and the public must be kept informed.
3. Unless the public attitude is determined in advance, and proper informational and educational steps taken to change it is necessary, a program may encounter considerable difficulty in implementation.
4. A well planned and comprehensive reporting system is essential for sound decisions by persons responsible for operations and policy making.
5. The changes brought about have benefited the entire area within the sphere of influence of the project. The improved attitude of the citizens cannot help but improve the environment.
6. The operation of such a project should be managed in the manner of any other business, using the business methods and procedures any commercial venture uses. Politics, favoritism, nepotism and bureaucracy should be scrupulously avoided.
7. The use of an existing governmental agency, complete with the apparatus and software for purchasing, legal, financing, personnel

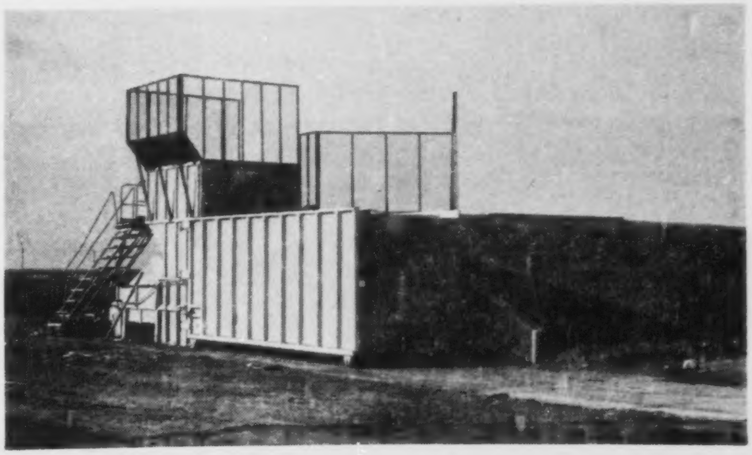
and other necessary operations should be utilized whenever possible, rather than try to set up a new completely independent operation.

8. The "user pay" philosophy is the fairest and most equitable manner in which to recover the costs of setting up and operating such a project.
9. It is absolutely essential that the facilities be operated in such a manner that they do not become a nuisance to the areas. Commitments as to litter control and daily covering should be carefully honored.
10. The cooperation of the news media should be cultivated so that the general public gets as fair a view as possible of the program.

DOS PALOS

TRANSFER

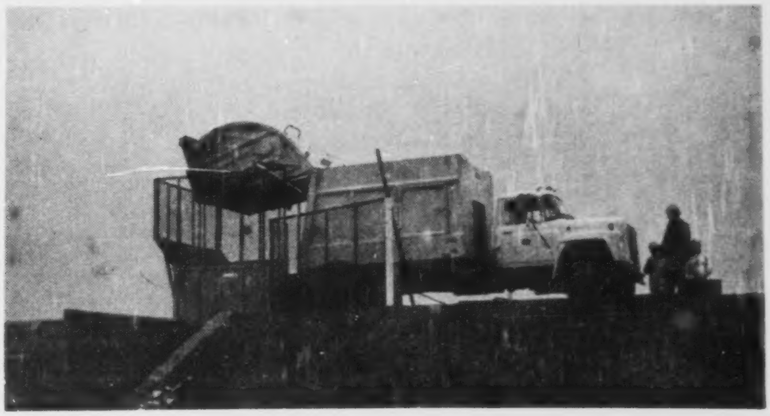
STATION



COLLECTION

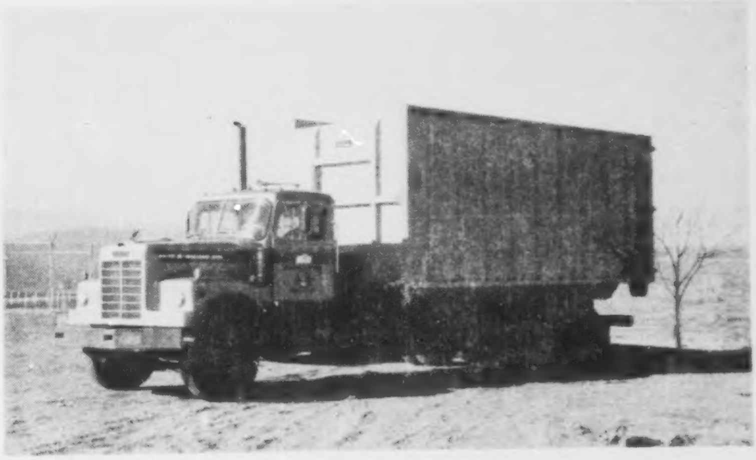
VEHICLE

UNLOADING



TRANSFER

TRUCK



THE OLD WAY

THE NEW WAY

EQUIPMENT

SCALE HOUSE

AND

OFFICE

ORDINANCE NO. 714

SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE OF MERCED COUNTY, CALIFORNIA REGULATION OF REFUSE COLLECTORS, BILLING AND COLLECTING SERVICE CHARGES.

TITLE: This ordinance and the regulations contained herein shall be known and may be cited as the Solid Waste Collection and Disposal Ordinance of Merced County, California - Regulation of Refuse Collectors, Billing and Collecting Service Charges.

PURPOSE: The purpose of this ordinance is to provide for the regulation and franchising of refuse collectors and billing and collecting service charges.

This ordinance consists of three (3) parts.

ARTICLE I.	Regulation of Refuse Collectors;
ARTICLE II.	Billing and Collecting Service Charges;
ARTICLE III.	Enforcement and Procedural Provisions.

ARTICLE I. - REGULATION OF REFUSE COLLECTORS

SECTION 1. DEFINITIONS.

For the purpose of this ordinance, the following terms are defined:

(a) board: The Board of Supervisors of Merced County.

(b) county: Shall include all of the unincorporated area within the County of Merced, State of California.

(c) department: The Public Works Department of the County of Merced.

(d) director: The Director of the Public Works Department.

(e) health officer: The Merced County Health Officer.

(f) person: Any individual, firm, corporation, company, association, group or combination; and any officer or agent thereof.

(g) garbage: All putrescible waste and animal or vegetable waste or residue produced or accumulated from the preparation, processing, handling or consumption of food stuffs or any decayed or unsound meat, fish, fruit or vegetable.

(h) rubbish: Non-putrescible waste, discarded or abandoned material consisting of both combustible and non-combustible wastes, including but not limited to, paper, cardboard, rugs, rags, clothing, straw, wood, crockery, glass, rubber, metal, plastic and construction debris.

(i) refuse: Both garbage and rubbish as defined herein.

(j) industrial refuse: Refuse produced by a person engaged in the business of processing or manufacturing agricultural, animal or other products or materials whose principal outlet for such products is wholesale rather than retail; and refuse produced by any person engaged in the business of building construction or demolition.

(k) commercial refuse: Refuse generated as a result of any business enterprises at the retail or personal level. This includes garden rubbish produced by "for hire" gardeners.

(l) garden rubbish: Grass clippings, tree or shrub trimmings and other waste plant material accumulated as a result of non-commercial gardening.

(m) premises: A parcel of real property to the center of any alley, street, or roadway adjacent thereto, located in the unincorporated area of the county, upon which is situate any dwelling, house or other place of human habitation, including each unit of a multiple occupancy building, or upon which is conducted any business, occupation or activity which results in the production of or accumulation of, refuse.

(n) customer: Any person receiving refuse service under the provisions of this ordinance.

(o) owner: The person having dominion of or title to premises.

(p) disposal site: An area, location or structure used for the disposal of refuse designated as such by the board.

(q) refuse collector: A person who collects or transports refuse for hire under authority granted by the board.

(r) franchise area: A portion of the county designated for the granting of franchises for refuse collection purposes by the county board of supervisors under this ordinance.

(s) standard containers: A watertight galvanized metal can or other equivalent container expressly approved by the department, with close fitting cover, cover handle and side handles of not less than 10 nor more than 33 gallons capacity.

(t) bin: A container designed for mechanical emptying with a close fitting cover and of a design approved by the department.

(u) drop box: A container designed to be loaded upon a vehicle for transportation to the disposal site with a minimum capacity of 15 cubic yards and of a design approved by the department.

(v) litter: Includes all types of refuse as herein defined, not confined in an approved container.

(w) construction debris: Waste material resulting from the construction, remodeling, repair and demolition operations on houses, commercial buildings and any other structure.

SECTION 2. REPEAL OF SUPERSEDED CONFLICTING ORDINANCE PROVISIONS.

Merced County Ordinances numbers 709, 710 and Section 2 of Ordinance number 711, and all other Merced County ordinances or provisions therein, in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 3. FRANCHISE REQUIRED.

No person shall collect, transport or use refuse in an unincorporated area of the county without first receiving a franchise or permit to engage in such activity. The provisions of this section shall not apply to any person transporting refuse from his own premises as provided by Article I, Section 4, of Merced County Ordinance number 706.

SECTION 4. GRANTING FRANCHISES.

(a) The board shall call for bids for the granting of a franchise for the collection of refuse in each franchise area.

(b) The board may award a franchise to the lowest qualified bidder. The board may, at its option, reject any or all bids.

(c) Each franchise shall be exclusive within the area designated and for a period to be determined by the board.

(d) Said bids shall contain the following specifications:

(1) That a person may be granted franchises to collect refuse in more than one franchise area.

(2) That the franchise holder shall bill and collect from the customer the service charge for services rendered under the franchise.

(e) Prior to the award of a franchise, on July 1st of each year after award, each franchise holder, and each bidder, shall file a statement of ownership, operational capability and financial support and shall verify the same as being true and correct under penalty of perjury. The statement shall be in such form as may be prescribed therefor by the department.

(f) Within his franchise area, the holder of a franchise shall have the exclusive right to make all collections required by this ordinance.

(g) The franchise holder shall dispose of all refuse collected as a result of collections required by this ordinance at a landfill site or transfer station, designated by the board, provided, however, the franchise holder may request, and the director may issue, a permit for disposal of such refuse as provided by Article I, Section 12 of this ordinance.

SECTION 5. FEES.

To provide for the costs of administration and enforcement of this ordinance, and other laws and ordinances pertaining to solid waste collection, the board may require the franchise holder to pay to the county a franchise fee based upon a percentage of gross receipts realized from services performed under the franchise. The board may also provide for an annual franchise fee at a flat rate. The amount or rate of any franchise fee shall be included in any bid specifications and shall be one of the terms of the franchise. The franchise fee may be revised by the board from time to time, after a public hearing thereof and a determination by the board that the change is necessitated by a change in the cost of administration and enforcement and is in the public interest.

SECTION 6. GRANTING PERMITS.

(a) The board may grant permits, other than franchises, for the following purposes:

(1) To provide refuse collection service in the event of failure by a franchise holder to perform in conformance with the franchise, this ordinance, and other applicable laws. The fact of failure to perform to be determined by the board.

(2) To provide services other than scheduled refuse collection.

(b) Permits may be granted for any period not to exceed one (1) year. The department may assess a charge to cover costs of processing and administering.

(c) Every permit granted by the board shall be subject to the provisions of this ordinance and the rules and regulations of the board. The permit shall state:

(1) The name and address of the person to whom the permit is issued.

(2) The activity authorized.

(3) The term for which the permit is granted.

(4) Such other conditions as the board may provide.

SECTION 7. APPLICATIONS.

Applicants for a permit to collect, transport or use refuse shall file with the department a verified application in writing which shall give the following information; and whatever additional information is required by the department:

(a) Name and description of the applicant.

(b) Permanent home and business address and full local address of the applicant.

(c) Trade and firm name.

(d) A description of the activity for which the permit is requested.

(e) Such other facts or information as the department may require.

SECTION 8. COLLECTION AREAS ASSIGNED.

The board may, by resolution, establish refuse collection areas in the unincorporated area of the county. The board shall specify in all franchises or permits the collection area within which the franchisee may collect, transport or use refuse within the county, and no franchisee shall, at any time, collect, transport or use refuse in the county, outside the limits of the area fixed in the franchise granted to him. The area so specified in any franchise may be modified at any time should the board find such modification necessary for the efficient administration of this ordinance and in the public interest. In the event of such modification, the holder of a franchise shall be given a 60 day written notice thereof before it shall become effective.

SECTION 9. ALL REQUESTS FOR SERVICE TO BE MET.

A franchise holder shall provide refuse removal service to any premises situated within the area specified in his franchise, when such services are requested by the owners or occupants thereof, and shall perform such services in accordance with the terms of his franchise and all ordinances and regulations enacted pertaining thereto.

SECTION 10. AMOUNT OF CHARGES.

(a) The charge to customers in each franchise area for refuse removal service and industrial or commercial refuse removal services shall be the base bid rate and the factors applicable therein contained in the successful bid awarded to each franchisee.

(b) In the event of a dispute as to the correctness of such charges, the matter may be submitted to the department for determination. The determination of the department shall be final and binding upon all parties concerned.

SECTION 11. REPORTS BY FRANCHISE HOLDERS.

(a) The franchise holder shall report the following to the department:

(1) All changes in the number of residential units serviced.

(2) All changes in the volume of industrial and commercial services.

(3) The gross revenue from all services performed under the franchise.

(b) At any time, the board of supervisors may review the rate paid each franchise holder, or the charges made to the customer, and may make such rate changes as are required by fluctuations in economic conditions directly affecting the cost of operation of each franchise holder. The determination of the board shall be upon recommendation of staff and by unanimous vote of all the members of the board and shall be final.

SECTION 12. PERFORMANCE BONDS AND INSURANCE POLICIES.

(a) Each franchise holder shall post with the department a cash bond in the sum to be determined by the board by resolution, or a surety bond in the same amount furnished by a corporation surety authorized to do business in the State of California, payable to the county. The bond shall be conditioned upon the full and faithful performance of his obligations under the franchise and the provisions of this ordinance. Said bond shall be kept in full force and effect at all times during the franchise period.

(b) Each franchise holder shall post with the Department an additional cash bond in the sum to be determined by the board by resolution, or a surety bond in the same amount furnished by a corporate surety authorized to do business in the State of California, payable to the county. The bond shall be conditioned to guarantee the payment of all wages, materials, equipment and supplies, including all insurance premiums, used by a franchise holder in fulfilling the terms of the franchise or in performing thereunder and shall be kept in full force and effect at all times.

(c) No franchise shall be issued under the provisions of this ordinance, nor shall any such franchise be valid after issuance unless there is at all times in force and effect to provide protection against liability for damages which may be imposed for the negligence of the franchise holder or his employees or agents, a liability insurance policy or policies approved by the director and issued by an insurance company authorized to do business in the State of California.

Such policy or policies shall provide protection for the county, the Solid Waste Advisory Board and the Solid Waste non-profit Corporation as additional insureds, against liability of the franchise holder, for the payment of damages in amounts, at least, as follows:

In the amount of not less than Five Hundred Thousand ($500,000) Dollars on account of bodily injury arising out of one accident.

In the amount of not less than Two Hundred and Fifty Thousand ($250,000) Dollars on account of damage or destruction of property arising out of one accident.

A liability insurance policy required by this section shall inure to the benefit of any persons who shall be injured or who shall sustain damage to property proximately caused by the negligence of the franchise holder insured by such policy, his employees or agents.

Satisfactory evidence that the liability insurance required by this section is at all times in full force and effect shall be furnished to the department by each franchise holder required to provide such insurance.

(d) The policy of insurance shall contain provisions against cancellation except upon thirty (30) days written notice thereof to the department.

(e) Before any franchise is issued, applicant's trucks must comply with the regulations as set forth in the California Motor Vehicle Code and this ordinance.

SECTION 13. EMPLOYEES OF FRANCHISE HOLDER.

The county may, at its option, require photographing and fingerprinting of applicants for a franchise and of the employees of the franchise holder. Franchise holder shall furnish evidence to county of at least statutory minimum limits of Workmen's Compensation Insurance covering said employees.

SECTION 14. TRANSFER OF FRANCHISE.

No franchise granted pursuant to the provisions of this ordinance and no ownership interest in any franchise shall be sold, transferred, leased, assigned, mortgaged, pledged, hypothecated, or otherwise encumbered or disposed of in whole or in part, directly or indirectly, whether voluntarily or by operation of law or through any stock transfer, transfer in trust, change in control, consolidation or merger, without the prior written consent of the board. The board may grant or deny such a request and may impose such conditions as it may deem to be in the public interest. Any disposition made without such consent shall constitute good cause for revocation of the affected franchise.

SECTION 15. INTERRUPTION OF SERVICE BY LABOR DISPUTE.

(a) In the event the refuse collection of a franchise holder is interrupted by a labor dispute and scheduled collections are discontinued for more than seventy-two (72) hours, the county shall have the right to forthwith take temporary possession of all facilities and equipment of the franchise holder for the purpose of continuing the service which the franchise holder had agreed to provide in order to preserve the public health and safety. The county shall have the right to retain possession of such facilities and equipment to render the required service, until the franchise holder can demonstrate to the satisfaction of the county that required services can be resumed by the franchise holder; provided, however, that such temporary assumption of the franchise holder's obligations under this franchise shall not be continued by the county for more than thirty (30) days from the date such operations were undertaken. Should the franchise holder fail to demonstrate to the satisfaction of the county that required services can be resumed by the franchise holder prior to the expiration of the aforementioned thirty (30) days, the rights and privileges granted to the franchise holder may be forfeited and the franchise granted hereunder may be revoked.

(b) During any period in which the county has temporarily assumed the obligations of the franchise holder under this section, the county shall be entitled to the gross revenue attributable to operations during such period and shall pay therefrom only those costs and expenses, including a reasonable rental for use of trucks and equipment, applicable or allocated to the period. The excess, if any, of revenue over applicable or allocated costs and expenses during such period shall be deposited in the treasury of the county to the credit of the General Fund. Final adjustment and allocation of gross revenue, costs and expenses to the period during which the county temporarily assumed the obligations of the franchise holder shall be determined by an audit, by a certified public accountant or licensed public accountant, and prepared in report form with his unqualified opinion annexed thereto.

(c) Employees of the franchise holder may be employed by the county during any period in which the county temporarily assumes the obligations of the franchise holder under this franchise; provided, however, that the rate of compensation to be paid such employees, or any other employees, shall be the rate or rates in effect at the time the franchise holder's service was interrupted by the labor dispute, and the terms and conditions of employment shall be the same as provided by the franchise holder.

SECTION 16. FINANCIAL RECORDS AND REPORTS.

(a) Each person granted a franchise or permit pursuant to the provisions of this ordinance shall maintain detailed records of all receipts and expenditures received or incurred in the operation of such business, including all fees collected for services rendered. The board, or its designated representatives, shall be entitled to inspect, audit and copy such books and records upon reasonable notice during normal business hours.

(b) A franchise holder shall annually provide the department with a copy of an audit within sixty (60) days after the close of its fiscal year. The audit shall be prepared by a certified public accountant or licensed public accountant who has annexed his unqualified opinion thereto. The accountant shall be entirely independent of the franchise holder, shall not be an employee directly or indirectly of the franchise holder, and shall have no financial interest whatsoever in the business of the franchise holder. The County Auditor shall specify the form and detail of the annual audit. In the event of failure to provide any such annual audit, the County Auditor may employ a qualified accountant, or the County Auditor may conduct such audit, and the franchise holder, in such case, shall be liable for and pay the costs and expenses of such audit.

SECTION 17. TYPE OF TRUCKS, NOISE ABATEMENT AND CLEANING.

(a) All refuse collection shall be made with a vehicle and equipment of a design approved by the Director.

(b) All refuse collections shall be made without unnecessary and unreasonable noise, as determined by the Director.

(c) All vehicles and equipment used in refuse collection shall meet all legally established noise abatement standards.

(d) All vehicles transporting garbage shall be kept clean and sanitary and shall be cleaned each day immediately after being used. In no event shall trucks loaded with refuse be left parked in excess of 18 hours without first obtaining permission of the Health Officer.

SECTION 18. EQUIPMENT MAINTENANCE.

(a) All trucks of a franchise holder shall be clean, sanitary and well painted and maintained in good mechanical condition. The franchise holder shall have printed or stencilled in a prominent place on the two exterior sites of each vehicle used by him, the following information in 4 inch letters, to be approved by the Director:

Truck #______________________________

Refuse Collector______(Name)____________

(b) All vehicles and equipment of a franchise holder may be inspected at any reasonable time and place by the Director.

(c) The holder of a franchise or permit shall equip each vehicle hauling refuse with a shovel, broom and fire extinguisher of a type approved by the Director.

SECTION 19. MISLEADING NAMES; SCHEDULES.

(a) A franchise or permit holder shall not use a firm name containing the words "County" or "Merced" or other words implying County ownership. The franchise holder shall establish and maintain an office within the County of Merced where service may be applied for and complaints made. Such office shall be equipped with a listed telephone to which calls from County residents may be placed without payment of a toll charge and shall have a responsible person in charge between the hours of 8:00 A.M. and 5:00 P.M. of each day except Saturdays, Sundays, and holidays.

(b) A franchise holder shall supply the Department with current maps and schedules of collection routes and all changes in said routes; all such maps, schedules and changes shall be subject to the approval of the Director.

(c) A franchise holder shall supply every occupant of premises served under his franchise with a printed information card stating the amounts of refuse which will be collected, regulations affecting collections, days of collections and complaint procedures. Such cards shall be provided when service is initiated and be replaced seven (7) days in advance of any change of collection days or regulations affecting collections.

ARTICLE II - BILLING AND COLLECTING SERVICE CHARGES.

SECTION 1. RESPONSIBILITY TO COLLECT SERVICE CHARGES.

(a) The franchise holder shall bill and collect from the customer the service charges for services rendered under the franchise. Only the customer requesting the refuse removal service shall be liable for payment thereof.

(b) The franchise holder shall provide the department with a list of the billings at the request of the department.

ARTICLE III - ENFORCEMENT AND PROCEDURAL PROVISIONS.

SECTION 1. CLEARING OF REFUSE FROM PRIVATE PROPERTY.

The department or health officer is authorized and empowered to require the owner or occupant of any private property within the county to remove and properly dispose of refuse located on such property which is dangerous or injurious to neighboring property or to the health or welfare of residents in the vicinity.

SECTION 2. SUSPENSION OR REVOCATION OF FRANCHISE AND PERMITS.

(a) Any franchise granted pursuant to the provisions of this ordinance may be revoked by the board if the board finds and determines that the person doing business by virtue of such franchise has failed to comply with any of the terms of such franchise, this ordinance or other applicable laws.

(b) The director may suspend or revoke any permit granted pursuant to the provisions of this ordinance if he finds and determines the holder of the permit has failed to comply with any of the terms of said permit or the provisions of this ordinance or the applicable rules or regulations of the Department. A permit which remains inactive for a period in excess of thirty (30) days may be revoked by the director. Action to revoke or suspend a permit may be taken by the director effective immediately upon notice in writing, mailed to or served upon the holder of the permit, stating the reasons therefor. The holder of the permit shall have five (5) working days from the date of service to appeal such revocation or suspension to the board.

(c) Notwithstanding the provisions of subsections (a) and (b) of this section, the director may suspend, or impose special conditions upon, a franchise or permit without prior notice whenever the health officer agrees such action is necessary to preserve and protect the public health and safety.

SECTION 3. RESPONSIBILITY OF DIRECTOR.

The administration and enforcement of this ordinance shall be the responsibility of the director and his designated representatives. The Merced County Health Officer and his designated employees shall, in addition to the director and his designated employees, have the authority to enforce any section of this ordinance, which, in the opinion of such officer or employees, may involve the public health, including, but not limited to, any section which provides for a determination to be made by the director.

SECTION 4. RESPONSIBILITY OF HEALTH OFFICER.

The establishment and enforcement of standards for the disposal and collection of solid wastes as they pertain to the public health and well-being shall be the responsibility of the health officer. Standards so developed shall be effective upon adoption by the board.

SECTION 5. SERVICE OF NOTICES.

All notices required or given pursuant to this ordinance, shall be deemed properly served when deposited, postage prepaid, in the United States Mail, addressed to the owner, occupant or customer at the address provided or to a franchise or permit holder at his local office. Notice to the county shall be addressed to Refuse Division, Department of Public Works, 715 "J" Street, Merced, California 95340. Any notice may be served personally, in lieu of mailing.

SECTION 6. ADMINISTRATIVE REMEDY.

Any person aggrieved by any decision or action resulting from the application of this ordinance may appeal to the board. Such appeal must be in writing and must be received by the Clerk of the Board not more than five (5) working days after such decision or action. The hearing on such appeals shall be after notice of the time thereof has been mailed to appellant at least seven (7) days before the hearing.

SECTION 7. VIOLATION, A MISDEMEANOR.

Any person violating any provision of this ordinance is guilty of a misdemeanor and upon conviction thereof is punishable by a fine of not more than $500 or by imprisonment of not more than six (6) months, or both. Every violation of any provision of this ordinance shall be construed as a separate offense for each day during which such violation continues and shall be punishable as herein provided.

SECTION 8. ENVIRONMENTAL IMPACT FINDING..

In compliance with S21151 of the Public Resources Code, this board specifically finds that while the project accomplished by this ordinance may have a significant effect on the environment, it is in accord with the conservation element of the "General Plan of Merced County" heretofore officially adopted.

SECTION 9. REPEAL.

All ordinances and parts of ordinances in conflict with any of the provisions hereof are hereby repealed.

SECTION 10. SEVERABILITY.

If any section, subsections, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The board hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause and phrase hereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 11. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage and prior to the expiration of fifteen (15) days after the adoption hereof shall be published in a newspaper of general circulation within the County of Merced.

Passed and adopted at a regular meeting of the Board of Supervisors of the County of Merced, State of California, held on the 21st day of December, 1973 by the following vote:

AYES:	Supervisors Wack, Nordman and Goman
NOES:	None
ABSENT:	Supervisor Ramondini

Chairman of the Board of Supervisors
of the County of Merced, California

(SEAL)

ATTEST:

KENNETH L. RANDOL, County Clerk

by

Deputy

ORDINANCE NO. 722

SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE OF MERCED COUNTY, CALIFORNIA, GENERAL REFUSE AND DISPOSAL SITE REGULATIONS, CONSOLIDATING ALL CHANGES IN ORDINANCE NO. 706 TO DATE.

THE BOARD OF SUPERVISORS OF THE COUNTY OF MERCED DOES ORDAIN AS FOLLOWS:

TITLE: This ordinance and the regulations contained herein shall be known and may be cited as the Solid Waste Collection and Disposal Ordinance of Merced County, California - General Refuse and Disposal Site Regulations.

PURPOSE: The purpose of this ordinance is to provide for the regulation of refuse collection and collection and transportation and storage of refuse.

This ordinance shall consist of three (3) parts.

ARTICLE I. General Refuse Regulations;

ARTICLE II. Disposal Site Regulations;

ARTICLE III. Enforcement and Procedural Provisions.

ARTICLE I. - GENERAL REFUSE REGULATIONS.

SECTION 1. DEFINITIONS.

For the purpose of this ordinance the following terms are defined:

(a) board: The Board of Supervisors of Merced County.

(b) county: Shall include all of the unincorporated area within the County of Merced, State of California.

(c) department: The Public Works Department of the County of Merced.

(d) director: The Director of the Public Works Department.

(e) health officer: The Merced County Health Officer.

(f) person: Any individual, firm, corporation, company, association, group or combination; and any officer or agent thereof.

(g) garbage: All putrescible waste and animal or vegetable waste or residue produced or accumulated from the preparation, processing, handling or consumption of food stuffs or any decayed or unsound meat, fish, fruit or vegetable.

(h) Rubbish: Non-putrescible waste, discarded or abandoned material consisting of both combustible and non-combustible wastes, including but not limited to, paper, cardboard, rugs, rags, clothing, straw, wood, crockery, glass, rubber, metal, plastic and construction debris.

(i) Refuse: Both garbage and rubbish as defined herein.

(j) Industrial refuse: Refuse produced by a person engaged in the business of processing or manufacturing agricultural, animal or other products or materials whose principal outlet for such products is wholesale rather than retail; and refuse produced by any person engaged in the business of building construction or demolition.

(k) Commercial refuse: Refuse generated as a result of any business enterprises at the retail or personal level. This includes garden rubbish produced by "for hire" gardeners.

(l) Garden rubbish: Grass clippings, tree or shrub trimmings and other waste plant material accumulated as a result of non-commercial gardening.

(m) Premises: A parcel of real property to the center of any alley, street, or roadway adjacent thereto, located in the unincorporated area of the County, upon which is situate any dwelling, house or other place of human habitation, including each unit of a multiple occupancy building, or upon which is conducted any business, occupation or activity which results in the production or accumulation of refuse.

(n) Customer: Any person receiving refuse service under the provisions of this ordinance.

(o) Owner: The person having dominion of or title to premises.

(p) Disposal site: An area, location or structure used for the disposal of refuse designated as such by the Board.

(q) Refuse collector: A person who collects or transports refuse for hire under authority granted by the Board.

(r) Franchise area: A portion of the County designated for the granting of franchises for refuse collection purposes by the County Board of Supervisors under this ordinance.

(s) Standard containers: A watertight galvanized metal can or other equivalent container expressly approved by the Department, with close fitting cover, cover handle and side handles of not less than 10 nor more that 33 gallons capacity.

(t) bin: A container designed for mechanical emptying with a close fitting cover and of a design approved by the department.

(u) drop box: A container designed to be loaded upon a vehicle for transportation to the disposal site with a minimum capacity of 15 cubic yards and of a design approved by the department.

(v) litter: Includes all types of refuse as herein defined, not confined in an approved container.

SECTION 2. DEPOSITING OR BURYING REFUSE.

(a) No person shall throw, drop, leave, dump, bury, place or otherwise dispose of any refuse, or allow any other person to dispose of refuse, upon his premises, except in authorized solid waste disposal sites or as otherwise provided in this ordinance. All refuse generated on such person's premises shall be removed at least once a week and delivered to an authorized site. Provided, however, building materials may be kept on premises during a period of active construction, reconstruction or repair of a building or structure thereon under a valid building permit; and wood may be kept neatly piled upon premises for household uses; and garden refuse may be composted in a manner approved by the health officer.

(b) No person shall throw or deposit or cause to be deposited or thrown, any refuse, or abandon any material whatsoever, in or upon public property, public right of way, water course, or banks of any water course, or upon the premises of any other person except at an authorized solid waste disposal site.

SECTION 3. REMOVAL AND DISPOSAL OF REFUSE.

(a) The owner of an occupied dwelling house or other place of human habitation, including business establishments, which results in the production or accumulation of refuse, shall have refuse removed from the premises at least once each week and disposed of at an authorized solid waste disposal site, or as otherwise provided in this ordinance. The owner of premises upon which a hotel, restaurant, boarding house or other garbage producing business is operated shall have accumulated refuse removed from the premises at least twice each week and disposed of at an authorized solid waste disposal site.

(b) Department or health officer may require a greater or lesser number of collections per week if deemed necessary for the health, safety and welfare of the citizens.

(c) An owner may not dispose of refuse on his premises without first obtaining a permit, or as otherwise provided in this ordinance.

SECTION 4. REMOVAL AND DISPOSAL OF RUBBISH BY PRODUCERS.

A person may remove and dispose of rubbish created, produced or accumulated on premises owned or occupied by such person; however, no person shall be deemed by the provisions of this section to be relieved of the mandatory requirements of Section 3.

SECTION 5. CONTAINERS.

No person shall fail or neglect to provide a sufficient number of standard containers or bins for receiving and holding, without leakage or escape of odors, all refuse produced, created or accumulated upon any premises, and all such refuse shall be deposited in such containers. Containers shall be at all times kept in good, useful and sanitary condition in accordance with the standards established by the health officer. Containers shall be kept continuously closed, except when garbage is being placed therein or removed therefrom, and shall at all times be closed against the access of flies, rodents and other animals. Garbage and rubbish may be deposited in the same containers for collection. Containers shall not exceed thirty three (33) gallons in volume and shall not exceed sixty (60) pounds in weight when filled for removal. Bins may be used in lieu of standard containers. Such bins shall be of a size approved by the department as being adequate for the particular use or occupancy of the premises using the bins. All bins shall be kept closed or covered at all times, be sanitary, be in good condition, be identified as to ownership, be emptied on a regular schedule as required by the department, and the materials placed therein shall not exceed the weight authorized by the department. The department may issue a waiver upon application of owner for a reasonable period of time to allow phase-out of con-conforming containers.

SECTION 6. NUMBER OF CONTAINERS.

(a) Containers for refuse. All premises shall have sufficient containers to hold all refuse created, produced or accumulated on the premises between required removal and disposal.

Commercial customers may arrange for the use of bins instead of standard containers for refuse and may arrange for drop boxes for rubbish, instead of standard containers. These arrangements shall be made with the refuse collector on the basis of charges established by the terms of the franchise or by resolution of the board, as the case may be.

Nothing herein shall be construed to prohibit the use of bins or drop boxes by two or more customers upon the approval of the department.

(b) Containers for garden rubbish. Garden rubbish may be in standard containers, bins or in disposable containers. All garbage and household refuse must be stored in standard containers. Disposable containers must be secured to prevent spillage or littering and must be of sufficient strength so as not to come apart when lifted, whether dry or wet. Disposable containers shall not exceed three (3) feet in length, two (2) feet in diameter, or forty (40) pounds in weight. Garden refuse which is not containerized, shall be secured in bundles which will remain intact without separation while being removed by one man. Bundles may not exceed four (4) feet in length, two (2) feet in diameter, or forty (40) pounds in weight. The maximum diameter of any limb shall not exceed four (4) inches. All containers other than standard containers or bins shall be disposed of with the contents.

SECTION 7. PLACEMENT OF REFUSE FOR COLLECTION.

Subject to the prohibitions of Section 6, refuse shall be placed for collection in proper containers, in the following manner:

(a) On single and two-family premises:

(1) Where alleys exist, upon the customer's premises, immediately adjacent to and accessible from the alley without the necessity of entering the premises.

(2) Where alleys do not exist, upon the customer's premises, at a location no greater than ten (10) feet from the front property line and accessible to the refuse collector without the necessity of entering a fenced yard. Containers for collection shall be set out no earlier than the evening prior to the scheduled collection day nor later than 5:30 A.M. of the collection day. Empty containers shall be removed to a location screened from the public street no later than 7:00 P.M. on the collection day.

(b) Standard containers and bins for service to multiple dwelling premises and garbage producing businesses, shall be placed in a location approved by the department. Drop boxes shall be located as agreed upon between the customer and the refuse collector. In case of dispute, the location shall be as determined by the Department.

(c) Nothing in this section shall be construed to prohibit a customer from making private arrangements for a higher level of service.

SECTION 8. HAZARDOUS MATERIALS.

No person shall deposit in any container used for refuse any explosive, highly flammable, radioactive, toxic or other hazardous material or substance without having first made special arrangements for the disposal thereof with the Department or Health Officer.

SECTION 9. HOURS OF COLLECTION.

(a) No collections shall be made in residential districts, as shown on the Zoning Map of the County, or at schools, churches, hospitals, offices or commercial establishments in or adjacent to said residential districts, except between the hours of 6:00 A.M. and 6:00 P.M.

(b) No collections shall be made from premises in commercial areas other than described in subsection (a) above except between the hours of 6:00 P.M. and 12:00 Noon of the following day. The Department shall determine the commercial areas subject to this provision.

SECTION 10. USE OF REFUSE.

Notwithstanding the provisions of Section 2 of this Chapter, garbage may be used for animal feed, soil improvement, recycling, or other beneficial purpose provided such use complies with this Chapter and all other laws. No materials shall be classified as refuse if such materials are stored on the premises in a manner which does not create a health or safety hazard and such materials are for use or for ultimate disposal for recycling or other beneficial purposes. No person shall use, store or transport refuse or garden rubbish for any beneficial purpose without having a valid permit therefor issued by the health officer. No such permit shall be required where said refuse or garden rubbish is generated and used on the same premises. The health officer shall issue or amend a permit upon such terms and conditions as he, in the exercise of his discretion, determines to be necessary to insure that the use or the proposed use complies with existing laws and regulations and does not create a health menace or nuisance.

SECTION 11. TRANSPORTING REFUSE.

(a) Refuse hauled by any person over any road in the county shall be securely tied or covered during the hauling thereof. No person shall allow refuse to leak, spill, blow off or drop from any vehicle on any road.

(b) All collections by refuse collectors shall be made with vehicles of a design approved by the director.

SECTION 12. OWNERSHIP OF REFUSE.

All refuse, upon being deposited in an authorized site shall forthwith become the property of the owner of such site.

SECTION 13. INTERFERING WITH COLLECTION.

(a) No person other than the owner, an employee of the county or an employee of the refuse collector shall tamper with or interfere in any manner with any refuse container or the contents thereof.

(b) No person shall hinder, obstruct, or interfere with the removal or transportation of refuse by a refuse collector.

SECTION 14. INSPECTION AND TAGGING FOR VIOLATIONS.

(a) The director or health officer may inspect or cause to be inspected at regular intervals, refuse containers and shall be the sole judge of the condition of such containers as to their fitness for use.

(b) A refuse collector shall notify the customer and director whenever such collector has refused to pick up a container because such container is dilapidated, disintegrated, overloaded, contains dangerous material or the container has been tipped over and the contents scattered. A refuse collector shall notify the director of any possible violations of Sections 2 and 3 of this ordinance.

(c) Whenever a refuse collector gives or intends to give a report to the Director, he shall place a tag on the container or otherwise give the owner notice of the substance of his report to the Director. Whenever the Director or the Health Officer or their agents or employees shall observe a violation of this ordinance, he shall place a tag on the refuse container or otherwise give the owner notice of the illegal condition. The tag or other notice shall have a copy of the penalties set forth in this ordinance printed upon it, and shall inform the owner of the action necessary to correct the illegal condition. The owner shall, within seven (7) days, correct the illegal condition.

SECTION 15. GARBAGE BURNING NOT ALLOWED.

(a) It shall be unlawful to burn garbage or refuse containing garbage or to burn any other materials of a type that create an offensive odor at any time, except in an incinerator approved by the Merced County Air Pollution Control District.

(b) The burning of refuse, other than garbage and other offensive odor producing materials, may be done only upon compliance with the appropriate requirements of the State Division of Forestry, any local fire district, and any air pollution control district.

ARTICLE II - DISPOSAL SITE REGULATIONS

SECTION 1. COUNTY TO PROVIDE DISPOSAL SITES.

The County shall provide disposal sites for the disposal of refuse.

SECTION 2. AUTO BODIES AND SCRAP METAL.

Automobile and truck bodies, abandoned motor vehicles and other large and bulky metal objects such as farm machinery and equipment, shall be deposited in specially designated disposal areas only, or shall be disposed of through commercial scrap metal dealers.

SECTION 3. ENVIRONMENTAL CONTROL.

No insecticide, fungicide, rodenticide, pesticide, herbicide, chemical, radioactive material, industrial waste, hazardous substance, sewage effluent, or pollutant nor any open or empty uncleansed container thereof, shall be deposited or dumped in disposal sites contrary to the National Environmental Act of 1970, or any other applicable federal or state law, statute, or regulation relative to public health and safety, fish and wildlife protection, air pollution, water quality control or environmental control.

ARTICLE III - ENFORCEMENT AND PROCEDURAL PROVISIONS.

SECTION 1. CLEARING OF REFUSE FROM PRIVATE PROPERTY.

The Department or Health Officer is authorized and empowered to require the owner of any private property within the County to remove and properly dispose of refuse located on such property which is dangerous or injurious to neighboring property or to the health or welfare of residents in the vicinity.

SECTION 2. RESPONSIBILITY OF DIRECTOR.

The administration and enforcement of this ordinance shall be the responsibility of the director and his designated representatives. The Merced County Health Officer and his employees shall, in addition to the director and his employees, have the authority to enforce any section of this ordinance, which, in the opinion of such officer or employee, may involve the public health, including but not limited to, any section which provides for a determination to be made by the director.

SECTION 3. RESPONSIBILITY OF HEALTH OFFICER.

The establishment and enforcement of standards for the disposal and collection of solid wastes as they pertain to the public health and well-being shall be the responsibility of the health officer. Standards so developed shall be effective upon adoption by the Board of Supervisors.

SECTION 4. SERVICE OF NOTICES.

All notices required or given pursuant to this ordinance, shall be deemed properly served when deposited, postage prepaid, in the United States Mail, addressed to the owner at the address provided or to a franchise or permit holder at his local office. Notice to the county shall be addressed to Refuse Division, Department of Public Works, 715 "J" Street, Merced, California 95340. Any notice may be served personally, in lieu of mailing.

SECTION 5. ADMINISTRATIVE REMEDY.

Any person aggrieved by any decision or action resulting from the application of this ordinance may appeal to the board. Such appeal must be in writing and must be received by the Clerk of the Board not more than five (5) working days after such decision or action. The hearing on such appeals shall be after notice of the time thereof has been mailed to appellant at least seven (7) days before the hearing.

SECTION 6. VIOLATION, A MISDEMEANOR.

Any person violating any provision of this ordinance is guilty of a misdemeanor and upon conviction thereof is punishable by a fine of not more than $500.00, or by imprisonment of not more than six (6) months, or both. Every violation of any provision of this ordinance shall be construed as a separate offense for each day during which such violation continues and shall be punishable as herein provided.

SECTION 7. ENVIRONMENTAL IMPACT FINDING.

In compliance with S21151 of the Public Resources Code, this board specifically finds that while the project accomplished by this ordinance may have a significant effect on the environment, it is in accord with the conservation element of the "General Plan of Merced County" heretofore officially adopted.

SECTION 8. REPEAL.

All ordinances and parts of ordinances in conflict with any of the provisions hereof are hereby repealed.

SECTION 9. SEVERABILITY.

If any section, subsections, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The board of supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause and phrase hereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 10. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage and prior to the expiration of fifteen (15) days after the adoption hereof shall be published in a newspaper of general circulation within the County of Merced.

Passed and adopted at a regular meeting of the Board of Supervisors of the County of Merced, State of California, held on the 16th day of April, 1974 by the following vote:

AYES: Supervisors Goman, Ramondini, Nordman, Wack and Cozzi

NOES: None

ABSENT: None

Chairman of the Board of Supervisors
of the County of Merced, California

(SEAL)

ATTEST:

KENNETH L. RANDOL, County Clerk

By

Deputy

COUNTY OF MERCED
NOTICE INVITING BIDS
FOR REFUSE COLLECTION FRANCHISE

SEALED PROPOSALS FOR PERFORMING REFUSE COLLECTION SERVICE IN CERTAIN PORTIONS OF THE UNINCORPORATED TERRITORY OF THE COUNTY OF MERCED WILL BE RECEIVED BY THE BOARD OF SUPERVISORS OF MERCED COUNTY AT THE BOARD ROOM, NEW COURTS BUILDING UNTIL 1:30 P.M. TUESDAY, FEBRUARY 19, 1974, AT WHICH TIME AND PLACE THE PROPOSALS WILL BE PUBLICLY OPENED AND READ.

THE UNINCORPORATED TERRITORY OF THE COUNTY OF MERCED IS DIVIDED INTO SIX AREAS FOR THE PURPOSE OF AWARDING FRANCHISE FOR REFUSE COLLECTION SERVICE. WRITTEN DESCRIPTIONS OF AREA BOUNDARIES ARE INCLUDED IN THE SPECIFICATIONS.

ALL BIDS SHALL BE CLEARLY MARKED WITH THE NAME OF THE BIDDER, THE AREA FOR WHICH A BID IS SUBMITTED AND THE IDENTIFICATION "PROPOSAL FOR REFUSE COLLECTION FRANCHISE".

THE DETERMINATION AS TO WHETHER OR NOT A BIDDER IS QUALIFIED SHALL BE MADE SOLELY BY THE BOARD OF SUPERVISORS. THE BOARD OF SUPERVISORS IS NOT OBLIGATED TO AWARD A FRANCHISE, AND RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. UPON EXAMINATION BY THE BOARD OF SUPERVISORS OF THE BIDS, THE FRANCHISE MAY BE AWARDED TO THE LOWEST QUALIFIED BIDDER. THE BOARD OF SUPERVISORS MAY POSTPONE THE GRANTING OF THE FRANCHISE FROM TIME TO TIME UNTIL IT HAS HAD A FULL AND COMPLETE OPPORTUNITY TO EXAMINE INTO THE MERITS OF EACH BID.

NO BID WILL BE CONSIDERED UNLESS IT IS MADE ON A PROPOSAL FORM FURNISHED BY THE COUNTY. EACH BID MUST BE ACCOMPANIED BY CASH, A CERTIFIED OR CASHIER'S CHECK OR BIDDERS BOND MADE PAYABLE TO THE COUNTY OF MERCED IN THE SUM OF TEN THOUSAND DOLLARS ($10,000).

SUCH SECURITY SHALL BE FORFEITED SHOULD THE BIDDER TO WHOM THE FRANCHISE IS AWARDED FAIL TO PROVIDE THE NECESSARY BONDS REQUIRED UNDER THE FRANCHISE WITH THE COUNTY WITHIN THIRTY (30) DAYS OF RECEIPT OF NOTICE OF AWARD OF FRANCHISE.

THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO WAIVE ANY IRREGULARITY OR INFORMALITY IN ANY BOND OR IN THE BID PROPOSAL.

NO BIDDER MAY WITHDRAW HIS BID FOR A PERIOD OF SIXTY (60) CALENDAR DAYS AFTER THE DATE SET FOR THE OPENING THEREOF.

SPECIFICATIONS ARE AVAILABLE AT THE OFFICE OF THE DEPARTMENT OF PUBLIC WORKS, MERCED, 715 "J" STREET, MERCED CALIFORNIA.

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MERCED, STATE OF CALIFORNIA, MADE AND ENTERED THIS 15TH DAY OF JANUARY, 1974.

BY: THE COUNTY OF MERCED

Verne L. Davis

VERNE L. DAVIS
DIRECTOR OF PUBLIC WORKS
715 "J" STREET
MERCED, CALIFORNIA 95340

QUALIFICATION TO THE COUNTY OF MERCED
FOR REFUSE COLLECTION SERVICE

1. BIDDER'S QUALIFICATIONS:

A. ______________________________

FIRM NAME

B. ______________________________

TYPE OF BUSINESS ENTITY, I.E., SOLE PROPRIETOR, PARTNERSHIP, CORPORATION, ETC.

C. MANAGEMENT - LIST NAMES, ADDRESSES AND TELEPHONE NUMBERS OF ALL OWNERS, GENERAL PARTNERS, LIMITED PARTNERS, OR IF A CORPORATION, OF THE PRESIDENT, SECRETARY AND TREASURER THEREOF:

1. ______________________________

NAME TITLE OR POSITION

____

ADDRESS TELEPHONE NUMBER

2. ______________________________

NAME TITLE OR POSITION

____

ADDRESS TELEPHONE NUMBER

3. ______________________________

NAME TITLE OR POSITION

____

ADDRESS TELEPHONE NUMBER

4. ______________________________

NAME TITLE OR POSITION

____

ADDRESS TELEPHONE NUMBER

D. PRINCIPAL PLACE OF BUSINESS:

____

OFFICE ADDRESS TELEPHONE NUMBER

E. NUMBER OF EMPLOYEES: ___________

F. BANK OR BANKS WHERE BUSINESS ACCOUNTS ARE MAINTAINED:

1. ____
NAME OF BANK ADDRESS

2. ____
NAME OF BANK ADDRESS

3. ____
NAME OF BANK ADDRESS

G. PRIOR EXPERIENCE IN REFUSE COLLECTION BUSINESS (USE CONTINUATION SHEET IF NECESSARY):

1. ____
NAME OF CUSTOMER OR CONTRACTING PARTY ADDRESS

NUMBER OF YEARS OF SERVICE TO CUSTOMER ____________________

NUMBER OF RESIDENTIAL UNITS SERVED ____________________

2. ____
NAME OF CUSTOMER OR CONTRACTING PARTY ADDRESS

NUMBER OF YEARS OF SERVICE TO CUSTOMER ____________________

NUMBER OF RESIDENTIAL UNITS SERVED ____________________

3. ____
NAME OF CUSTOMER OR CONTRACTING PARTY ADDRESS

NUMBER OF YEARS OF SERVICE TO CUSTOMER ____________________

NUMBER OF RESIDENTIAL UNITS SERVED ____________________

4. ____
NAME OF CUSTOMER OR CONTRACTING PARTY ADDRESS

NUMBER OF YEARS OF SERVICE TO CUSTOMER ____________________

NUMBER OF RESIDENTIAL UNITS SERVED ____________________

5. ____
NAME OF CUSTOMER OR CONTRACTING PARTY ADDRESS

NUMBER OF YEARS OF SERVICE TO CUSTOMER ____________________

NUMBER OF RESIDENTIAL UNITS SERVED ____________________

H. ATTACH WITH BID AN UNQUALIFIED FINANCIAL STATEMENT PREPARED WITHIN NINETY (90) DAYS OF THE TIME AND DATE SET FOR RECEIVING BIDS, PREPARED BY A LICENSED PUBLIC ACCOUNTANT OR CERTIFIED PUBLIC ACCOUNTANT. IF THE BUSINESS ENTITY IS A PARTNERSHIP, INCLUDE A CERTIFIED PERSONAL STATEMENT OF EACH PARTNER OR LIMITED PARTNER.

I. ATTACH A LIST OF PROPOSED EQUIPMENT AND A TABLE OF MANPOWER TO BE UTILIZED IN PERFORMING THE SERVICES REQUIRED IF BIDDER IS SUCCESSFUL IN OBTAINING THE FRANCHISE.

J. ATTACH A STATEMENT OF PROPOSED METHODS FOR HANDLING THE SPECIFIED REFUSE COLLECTION, INCLUDING A PROPOSED ORGANIZATIONAL DIAGRAM. THIS SHALL INCLUDE A STATEMENT OF WHERE TRUCKS AND OTHER EQUIPMENT ARE TO BE BASED AND HOW THEY ARE TO BE MAINTAINED.

K. THE FOLLOWING STANDARDS ARE MINIMUM ONLY.

EQUIPMENT:

1. FULLY ENCLOSED PACKER BODIES MADE WATER TIGHT BY GASKETS ON DOORS. HOLES OR TEARS IN BODY MUST BE WELDED.
2. REAR LOADERS MUST HAVE HOPPER COVERS IN GOOD WORKING CONDITION.
3. CARRYING CANS MUST BE EITHER PLASTIC OR METAL AND KEPT LEAKPROOF. NO PLAN SHOULD INCLUDE USING CARTON BOXES OR PAPER BARRELS PICKED UP ON ROUTE FOR PACK-OUTS.
4. OPERATOR SHALL HAVE ENOUGH TRUCKS TO ADEQUATELY SERVE THE ROUTES DURING THE HEAVY SUMMER PEAKS.
5. BIDDER SHALL HAVE AVAILABLE A BACK UP TRUCK IN SATISFACTORY CONDITION TO BE USED IN CASE OF BREAK DOWNS.

ROUTES:

1. ROUTES SHOULD BE LAID OUT IN AN EFFICIENT AND PRACTICAL MANNER SO THAT SCHEDULES AND PICK UP DAYS CAN BE RELIABLY MAINTAINED.
2. PROPOSALS SHALL CONTAIN A LIST OF THE HOLIDAYS UPON WHICH NO PICK UPS WILL BE MADE AND THE PLANS AND PROVISIONS FOR PUTING THE OPERATION BACK ON SCHEDULE FOLLOWING SUCH HOLIDAYS.

PROPOSAL TO THE COUNTY OF MERCED
FOR REFUSE COLLECTION SERVICE

ATTACH BIDDER'S SECURITY PAYABLE TO THE COUNTY OF MERCED IN THE FORM OF CASH, CASHIER'S CHECK, CERTIFIED CHECK OR BIDDER'S BOND, IN THE SUM OF TEN THOUSAND DOLLARS ($10,000.00). IF, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF NOTICE THAT IT HAS BEEN AWARDED THE FRANCHISE, THE SUCCESSFUL BIDDER FAILS TO PROVIDE THE NECESSARY BONDS FOR REFUSE COLLECTION SERVICES WITH THE COUNTY, ITS BIDDER'S SECURITY SHALL BE DEPOSITED IN THE COUNTY'S GENERAL FUND, OR, IN THE CASE OF A BIDDER'S BOND, DEMAND SHALL BE MADE UPON THE SURETY FOR PAYMENT OF THE $10,000.00.

FRANCHISE WILL BE FOR A FIVE (5) YEAR TERM COMMENCING APRIL 1, 1974.

1. BIDDER OFFERS TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY AND AGREES TO PROVIDE THE NECESSARY SERVICE TO COLLECT REFUSE WITHIN AREA ______ OF THE UNINCORPORATED TERRITORY OF THE COUNTY OF MERCED, WITHOUT LIMIT AS TO THE AMOUNT AND NATURE THEREOF, EXCEPT AS OTHERWISE PROVIDED IN THE SPECIFICATIONS, AT THE FOLLOWING BASE RATE:

   $ ____ PER MONTH

   THE BASE RATE SHALL APPLY TO:

   A. RESIDENTIAL SERVICE

      THE BASE CHARGE BID ABOVE SHALL APPLY TO ONCE A WEEK SERVICE TO EACH SINGLE DWELLING WHEN THE OWNER OR OCCUPANT THEREOF REQUESTS SERVICE.

   B. COMMERCIAL SERVICE

      THE BASE CHARGE BID ABOVE SHALL BE MULTIPLIED BY THE FACTORS TABULATED BELOW TO ESTABLISH THE COST OF REFUSE SERVICE FOR STANDARD CONTAINERS AND DETACHABLE CONTAINERS.

   C. INDUSTRIAL

      TO BE NEGOTIATED BY INDUSTRY WITH AVAILABLE HAULERS.

D. THE BASE RATE SHALL BE THE AMOUNT CHARGED THE SINGLE RESIDENTIAL CUSTOMER FOR THREE (3) CANS PICKED UP ONCE EACH WEEK WITHIN TEN (10) FEET OF A PUBLIC THOROUGHFARE. THE CHARGE FOR EXTRA CANS OR BACK YARD SERVICE OR DRIVING INTO PRIVATE DRIVES, COMMERCIAL CUSTOMERS AND BINS WILL BE THOSE RATES AS SHOWN ON THE FACTORS LISTED BELOW.

E. THE COST OF BILLING AND COLLECTION OF FEES OR CHARGES UNDER THE FRANCHISE SHALL BE BORNE BY THE FRANCHISE HOLDER.

F. TO PROVIDE FOR THE COSTS OF ADMINISTRATION AND ENFORCEMENT OF THIS ORDINANCE, AND OTHER LAWS AND ORDINANCES PERTAINING TO SOLID WASTE COLLECTION, THE BOARD MAY REQUIRE THE FRANCHISE HOLDER TO PAY TO THE COUNTY A FRANCHISE FEE BASED UPON A PERCENTAGE OF GROSS RECEIPTS REALIZED FROM SERVICES PERFORMED UNDER THE FRANCHISE. THE BOARD MAY ALSO PROVIDE FOR AN ANNUAL FRANCHISE FEE AT A FLAT RATE. THE AMOUNT OR RATE OF ANY FRANCHISE FEE SHALL BE INCLUDED IN ANY BID SPECIFICATIONS AND SHALL BE ONE OF THE TERMS OF THE FRANCHISE. THE FRANCHISE FEE MAY BE REVISED BY THE BOARD FROM TIME TO TIME, AFTER A PUBLIC HEARING THEREON AND A DETERMINATION BY THE BOARD THAT THE CHANGE IS NECESSITATED BY A CHANGE IN THE COST OF ADMINISTRATION AND ENFORCEMENT AND IS IN THE PUBLIC INTEREST.

FACTOR TABLE

RESIDENTIAL RATES

FACTORS FOR EXTRA SERVICE
(To be applied against base bid)

	Extra Cans	Backyard Service
2 cans (or less)	.7	.7 Plus $1.25
3 cans	1.0	1.0 Plus $1.25
4 cans	1.3	1.3 Plus $1.25
5 cans	1.6	1.6 Plus $1.25
6 cans	1.9	1.9 Plus $1.25
7 cans	2.2	2.2 Plus $1.25
8 cans	2.5	2.5 Plus $1.25
9 cans	2.8	2.8 Plus $1.25
10 cans	3.1	3.1 Plus $1.25

For any over 10 cans add 0.3 for each additional can.

Private Driveways

Packout rates will apply to private drives, up to ½ mile. Over ½ mile rate will be set by the Department.

FACTOR TABLE

COMMERCIAL RATES

FACTORS FOR CANS
(To be applied against base bid)

	Number of Collections Per Week					
Number of Cans	1	2	3	4	5	6
2	0.7	1.4	2.1	2.8	3.5	4.2
3	1.0	2.0	3.0	4.0	5.0	6.0
4	1.3	2.6	3.9	5.2	6.5	7.8
5	1.6	3.2	4.8	6.4	8.0	9.6
6	1.9	3.8	5.7	7.6	9.5	11.4
7	2.2	4.4	6.6	8.8	11.0	13.2
8	2.5	5.0	7.5	10.0	12.5	15.0
9	2.8	5.6	8.4	11.2	14.0	16.8
10	3.1	6.2	9.3	12.4	15.5	18.6

For any over 10 cans per service add 0.3 for each additional can each service.

FACTOR TABLE

COMMERCIAL RATES

FACTORS FOR BINS

(To be applied against Base Bid)

	NUMBER OF COLLECTIONS PER WEEK					
	1	2	3	4	5	6
Size of Bin						
1	2.7	4.4	6.0	7.7	9.1	10.4
2	3.8	6.9	9.3	12.6	15.1	17.4
3	5.2	9.8	14.1	18.2	21.8	25.1
4.	6.8	12.9	18.6	23.9	28.7	33.1
5	8.3	16.0	23.0	29.6	35.6	41.1
6.	9.9	19.0	27.5	35.4	42.6	49.1

THE UNDERSIGNED HAVING CAREFULLY READ AND EXAMINED ORDINANCE NO. 706 & 714 OF THE COUNTY OF MERCED, THE "SPECIFICATIONS FOR COLLECTION OF REFUSE IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MERCED", AND THE NOTICE INVITING BIDS FOR REFUSE COLLECTION AND BEING FULLY AND COMPLETELY AWARE OF THE CONTENTS OF ALL OF THE SAME, AND HAVING STUDIED AND EXAMINED AREA _____ OF THE COUNTY OF MERCED AND CONDUCTED SUCH SURVEYS AND COMPILED AND CONSIDERED SUCH DATA AND INFORMATION AS DEEMED PERTINENT THERETO, HEREBY OFFERS TO PROVIDE REFUSE COLLECTION SERVICE WITHIN AREA ____ OF THE UNINCORPORATED TERRITORY OF THE COUNTY OF MERCED.

I CERTIFY UNDER PENALTY OF PERJURY THAT ALL INFORMATION, STATEMENTS AND REPRESENTATIONS SET FORTH IN THE FOREGOING BID PROPOSAL ARE TRUE AND CORRECT.

DATED ________________________________

FIRM ____

ADDRESS ____

BY ____
(SIGNATURE)

____
(TITLE)

BY ____
(SIGNATURE)

____
(TITLE)

CORPORATE
SEAL

SPECIFICATIONS FOR COLLECTION
OF REFUSE IN THE
UNINCORPORATED TERRITORY OF MERCED COUNTY

SECTION I
GENERAL

In accordance with the requirements of the Merced County Ordinance provisions for the collection of refuse in the unincorporated territory of the County of Merced, the following specifications shall govern Franchisee's operations and shall be the terms of the franchise under the franchise:

SECTION II
DEFINITIONS AND TERMS

A. FRANCHISE shall mean the franchise granted by the County in accordance with Ordinance 714 of Merced County.

B. COUNTY shall mean the County of Merced, California.

C. COUNTY COUNSEL shall mean the County Counsel of the County of Merced.

D. COUNTY CLERK shall mean the County Clerk of the County of Merced.

E. BOARD OF SUPERVISORS shall mean the Board of Supervisors of the County of Merced.

F. DEPARTMENT shall mean the Department of Public Works, County of Merced.

G. HEALTH OFFICER shall mean Merced County Health Department.

H. ORDINANCE shall mean Merced County Ordinance No. 706 & 714.

I. FRANCHISEE shall mean the person or firm to whom the County of Merced grants a franchise for collection and disposal of refuse.

J. GARBAGE all putrescible waste and animal or vegetable waste or residue produced or accumulated from the preparation, processing, handling or consumption of food stuffs.

K. RUBBISH Non-putrescible waste, discarded or abandoned material, including but not limited to, paper, cardboard, rugs, rags, clothing, straw, wood, crockery, glass, rubber, metal and plastic.

L. REFUSE Both garbage and rubbish as defined above.

M. INDUSTRIAL REFUSE Refuse produced by a person engaged in the business of processing or manufacturing agricultural, animal or other products or materials whose principal outlet for such products is wholesale rather than retail; and refuse produced by any person engaged in the business of building construction or demolition.

N. GARDEN REFUSE Grass clippings, tree or shrub trimmings and other waste plant material accumulated as a result of non-commercial gardening.

O. CUSTOMER shall mean the tenant or occupant of any dwelling unit who receives collection service.

P. SINGLE DWELLING shall mean a single building designed for residential purposes for occupancy by a single family.

Q. MULTIPLE DWELLING shall mean a residential building designed for and approved for occupancy by two or more families. It shall also mean two or more dwellings if located upon a single lot.

R. COMMERCIAL REFUSE Refuse generated as a result of any business enterprises at the retail or personal level. This includes garden rubbish produced by "for hire" gardeners.

S. REMOVAL shall mean and include both collection and disposal of refuse.

T. CONSTRUCTION DEBRIS shall mean waste material resulting from the construction, remodeling, repair and demolition operations on houses, commercial building and any other structure.

SECTION III
INTERPRETATION OF SPECIFICATIONS

In any and all respects where these specifications differ from any of the provisions of Merced County Ordinances 706 and 714, the terms and provisions of ordinances shall govern. Should any discrepancy appear, or any misunderstanding arise as to the meaning or interpretation of anything contained herein, the matter shall be decided by the Department and the interpretation of the Department shall be binding upon the Franchisee, pending any appeal to the Board of Supervisors.

SECTION IV
PROPOSAL REQUIREMENTS AND CONDITIONS

A. PROPOSAL FORMS: The bidder's proposals shall be made on the forms provided by the County. Each proposal shall be signed by the bidder and shall comply with the specifications.

B. REJECTION OF PROPOSALS: Proposals may be rejected if they show any alterations of form, erasures, incompleteness or irregularities of any kind.

C. QUALIFICATION OF BIDDERS: Bidders will be qualified by the Board of Supervisors, upon the advice and recommendation of the Department. The qualification form provided and adopted by the Board of Supervisors as part of these specifications shall be submitted by each bidder on or before date and time set for bid opening.

1. An unqualified financial statement of its business prepared within ninety (90) days by a licensed or certified public accountant; and

2. If a partnership or joint venture, a financial statement of the partnership or joint venture and of each general or limited partner or principal; and if a corporation state whether corporation is:
    (1) A subsidiary of another corporation.
    (2) Solely owned or family owned corporation.
    (3) Whether it has issued stock which is available for public sale.
    (4) If a stock corporation, list names and addresses of all stock holders owning 25% or more interest in the corporation.
3. A list of proposed equipment and a table of manpower to be utilized in performing the services hereunder, if the proposal is accepted; and
4. A statement of proposed methods for handling the specified refuse collection, including a proposed organizational diagram. This shall include a statement of where trucks and other equipment are to be based and how they are to be maintained, and
5. A record of work accomplished of a similar nature to that proposed under these specifications and references relating thereto.

The Board will not find any person to be qualified who cannot give satisfactory assurance of his ability to carry out a franchise for refuse collection as determined from the information submitted and such other factors as the Board considers to be relevant.

D. AREAS: The unincorporated territory of the County has been divided into six (6) areas. Separate bids will be received for each area and separate franchises will be awarded for each area. The sealed proposal shall be clearly marked and identified on the outside with the name of the individual, firm, company, or partnership submitting the bid and also with the area for which the bid is submitted.

A bidder may submit a separate bid for each area. It is to be understood that a Franchisee may be granted franchises in more than one franchise area as set forth in Merced County Ordinance #714, Section 4, Item 1 under "D".

AREA 1 - (EXHIBIT 1)

AREA 2 - (EXHIBIT 2)

AREA 3 - (EXHIBIT 3)

AREA 4 - (EXHIBIT 4)

AREA 5 - (EXHIBIT 5)

AREA 6 - (EXHIBIT 6)

EXHIBIT 7. Map of Merced County and the six (6) franchise areas. (Full size maps will be furnished to bidders by the Department upon request).

SECTION V
BASIS OF AWARD

The determination as to whether or not a bidder is qualified shall be made solely by the Board of Supervisors. The Board of Supervisors is not obligated to award a franchise, and reserves the right to reject any or all bids. Upon examination by the Board of Supervisors of the bids, the franchise may be awarded to the lowest qualified bidder. The Board of Supervisors may postpone the granting of the franchise from time to time until it has had a full and complete opportunity to examine into the merits of each bid.

SECTION VI
SCOPE OF THE WORK

A. WORK TO BE PERFORMED: Franchisee shall furnish all labor, material and equipment necessary and shall provide the service for collection of refuse within the designated Area of the unincorporated area of Merced County and the disposal of such refuse at the designated disposal site, without limit as to the amount or nature therof except as hereinafter provided:

1. The minimum frequency of collection from any customer will be once each week (7 days), except as otherwise provided in Ordinance #706. Franchisee shall provide a more frequent service to commercial customers when required by the Department or, upon request of the customer.
2. Upon the request of any customer, Franchisee shall provide approved bins to premises where off-street collection is determined by the Department to be feasible. The bins so provided shall be in a neat, clean condition and the Franchisee's business name shall be painted thereon. Fee for such service shall be based upon rates established in the franchise. Should service levels greater than those stated in

the franchise be requested by a customer, the Franchisee shall submit a proposal price which must be approved by the Department before said greater level of service shall be commenced.

3. Franchisee shall not be required to remove items of a size, weight, bulk, such as automobiles, which are not capable of being removed with the regular equipment and manpower employed by Franchisee.
4. Franchisee will not be required to remove waste building material and other rubbish resulting from the construction, alteration or repair of buildings, housemoving or demolition. Franchisee shall not be required to remove hazardous materials or large dead animals. Nor will be required to remove materials where highly infectious or contagious disease has been present except when such materials are properly packaged.
5. County reserves the right to issue a permit for providing special collection and disposal service to a customer if, upon request of the customer, the Department determines that the said refuse generated by said customer or the proposed use or manner of disposal is of such a special nature that it cannot reasonably be collected or disposed of by the County's refuse franchisee under terms of the franchise.

B. COLLECTION HOURS AND DAYS:

1. Franchisee shall collect from residential customers at least once each calendar week, on a Monday through Saturday basis, except as otherwise provided in Ordinance #706.
2. Franchisee shall make no collections in residential areas prior to 6:00 A.M. or after 6:00 P.M. No collections at schools, churches, or those portions of commercial districts adjacent to residential neighborhoods shall be made prior to 6:00 A.M. or after 6:00 P.M.

Collections necessitated by emergency conditions may be made at different hours subject to the approval of the Department.

C. ROUTES AND CHANGES: Within thirty (30) days after award of the franchise, Franchisee shall prepare a file with the Department of complete map of the refuse collection area, and shall show, to the satisfaction of the Department, the proposed routes with the area, Franchisee shall clearly indicate on said map in an appropriate and easily understood manner, and to the satisfaction of the Department, the days on which collection of refuse shall be made by the Franchisee on the several routes throughout the area. Before any change in the collection schedule on the various routes throughout the area is made by the Franchisee, Franchisee shall obtain the approval of the Department, at least seven (7) days in advance of such change in the collection schedule, and Franchisee shall provide a new map (as described above) embodying such changes in the collection schedule. Franchisee shall, at its own expense, notify the customers affected by such change in the collection schedule, at least seven (7) days before such change becomes effective.

Within thirty (30) days of awarding a franchise, a Franchisee shall notify every potential customer in his area as to the refuse collection rate, and the various levels of service available and the rates for such service. This notification shall have prior approval of the Department.

D. TERM AND EXCLUSIVENESS OF CONTRACT: Franchisee shall have exclusive right and duty to collect and remove refuse, except industrial refuse, drop boxes, special pickups, within the specified area of the unincorporated area of the County during the term of the franchise, subject only to such exceptions as are set forth in the franchise and the Ordinance. The term of the franchise shall be for a period of five (5) years. Within thirty (30) days after award, the County shall grant the franchise and shall specify the date the Franchisee shall commence. The commencement date of the franchise shall be April 1, 1974. The County and Franchisee may extend the franchise on the same terms and conditions for a five (5) year term by mutual consent in writing at least one hundred twenty (120) days prior to the expiration of the franchise. There shall not be more than one (1) such extension.

E. REFUSE TO BE REMOVED: Franchisee shall remove all refuse accumulated for disposal by each customer when collected, contained and presented in the location and manner prescribed by the Merced County Ordinance #706, without limit as to the amount or nature thereof, at the bid and factors applicable thereto, except as herein provided. For commercial service, the Franchisee shall remove all refuse presented for collection by each customer, provided that all refuse is in proper containers and is paid for at the commercial rate.

1. Location of Refuse Receptacles: The location of receptacles for collection of refuse shall, at the customer's option, be as follows: (a) On single family and two family premises, receptacles shall be placed by the customer on the premises and collected by the collector as follows:
    1. Where alleys exist, upon the customer's premises, immediately adjacent to and accessible from the alley without the necessity of entering the premises.
    2. Where alleys do not exist, receptacles for garbage and rubbish shall be placed upon the customer's premises, in a location no greater than ten (10) feet from the front property line

contiguous to a surfaced public thoroughfare, accessible to the collector without the necessity of entering a fenced yard. Franchisee shall be required and may assess a factor schedule for service greater than 10 feet or within fenced yards. In the event of a dispute on location of a pick up point the Department shall specify such location.

(b) Standard and detachable containers for refuse collection service to multiple dwelling buildings, apartments and commercial premises shall be placed in a location approved by the Department.

2. Failure to Collect: Franchisee will be required to tag refuse which is not presented for collection in the manner prescribed herein. A record, listing the address of the tagged refuse together with the reason for noncollection, shall each day be presented to the Department. Where Franchisee has refused to make a collection, the Department will inspect the same to ascertain whether it conforms to the requirements hereof, as to type containers, weight of containers, etc., and the Department determination relating thereto, shall be final and conclusive, and enforceable as to the violator.

   Should Franchisee fail to collect refuse placed for collection at the the time and in the manner required after notification to Franchisee, the Department may cause the same to be collected or disposed of and Franchisee shall be liable for the expenses incurred.

3. Complaints: Franchisee shall rectify all complaints within twenty-four (24) hours after receipt of notice thereof and shall notify the Department of any contingency and shall also notify the Department in writing of all matters relating to any complaint. Franchisee and Department shall mutually develop a system for the expeditious and

equitable resolution of complaints.

4. Service and Sanitation Requirements: Franchisee shall not litter any premises or public property in making collections of refuse, nor shall any refuse be allowed to leak, blow or fall from collection vehicles. However, if in spite of normal precautions against spillage, a litter is made on any premises or public property, Franchisee shall immediately remove the same and clean up the area of spillage. Franchisee shall, without delay, after removing refuse from any container, replace the container in its designated position on the premises with its cover on, and shall repair or replace at its expense, any containers damaged as a result of its handling thereof, normal wear and tear excepted. Franchisee shall close all gates after making collections and shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences. Franchisee's personnel shall make all collections in a quiet and orderly manner and shall incorporate noise control features in equipment used by collectors as may be required by the Department or Health Officer.

5. Salvaging or scavenging by the Franchisee, or any of his employees, is prohibited on the collection routes and at the sanitary landfill. Salvaging at a suitable location is encouraged, however.

6. Recycling: The Franchisee agrees to keep the Department advised as to any current developments in recycling programs, and to participate in such recycling programs when it can be done on a sound economical basis. The Franchisee agrees to cooperate on any reasonable basis with local civic organizations who desire to participate in a recycling program.

The term recycling as used herein means any process which has as its goal the conversion of garbage, rubbish or salvageable waste into a useable product.

7. Disposal Areas: The franchise holder shall dispose of all refuse collected as a result of collections required by this ordinance at a landfill site or transfer station, designated by the Board, provided, however, the franchise holder may request, and the Director may issue, a permit for disposal of such refuse as provided by Article I, Section IV of item "G" of this Ordinance.

The present designated disposal areas are:

1. The Billy Wright Site, located approximately seven (7) miles west of Los Banos on Billy Wright Road, approximately two (2) miles south of Highway 152.
2. The Highway 59 Site, which is located adjacent to Highway 59 approximately six (6) miles north of the city limits of Merced, California.

The County reserves the right to designate other methods of disposal or other County owned or operated sanitary landfill areas for disposal, by the Franchisee if such methods or sites become available.

Area #6 will use the Billy Wright Site at a per ton rate of $2.30. All other areas will use the Highway 59 Site at the following per ton rates:

AREA #1	$1.60 Per Ton
AREA #2	$4.00 Per Ton
AREA #3	$3.80 Per Ton
AREA #4	$3.10 Per Ton
AREA #5	$ .80 Per Ton

F. EQUIPMENT:

1. Bid Standards: All equipment proposed by bidder for regular collection service shall be mechanically controlled, compaction type equipment, in good and serviceable condition or as determined by the Department. The bodies of collection equipment shall be fully enclosed, watertight by gaskets on doors. Holes or tears in body must be welded. Rear loaders must have hopper covers in good working condition.

   Carrying cans must be either plastic or metal and kept leakproof. Operator shall have enough trucks to adequately serve the routes during the heavy summer peak. Bidder shall have available a back up truck in satisfactory condition to be used in case of breakdown.

2. General: At all times, Franchisee shall have vehicles available and in use that will comply with the requirements hereof for the collection and transportation of refuse, without leakage or spillage.

3. Maintenance: Franchisee's collection vehicles shall be operated in full compliance with the California Vehicle Code and local ordinances. Vehicles shall be thoroughly washed and disinfected inside the collection body at least once each week or more frequently as determined by the Department: the outside of each vehicle shall be cleaned at least weekly. Trucks shall be repainted as needed in the judgement of the Department. The Franchisee's name or firm name and truck number, shall be printed or painted in legible letters, four (4) inches in height, on both sides, the rear and the front, of all trucks and conveyances used in the County in the performance of the franchises.

The words "County" and "Merced" shall not be used in any manner upon the identification placed on the vehicles, except as provided in Ordinance #714, nor shall an official County of Merced telephone number or address be used. Should the Department at any time give notification in writing to the Franchisee that any designated truck, trailer or other conveyance shall forthwith be removed from service by the Franchisee and not again used hereunder until inspected and approved by the Department.

4. Rental, Lease or Purchase of Equipment: All vehicles and equipment used by the Franchisee for the collection and hauling of refuse shall be wholly owned by Franchisee, except as follows:
   (a) After the award of the Franchise, any agreement or contract entered into by the Franchise holder for the rental, lease, or purchase of vehicles and equipment to be used in performance of services under the franchise shall, at the option of the Department, contain provisions permiting the County, in the event of the default of the franchise holder, to assure the obligation of said contract and possession of said vehicles or equipment for the purpose of continuing services by the County or its agents.
   (b) In the event of the termination of the franchise, by breach or default of the Franchisee, The County shall have the right forthwith to take possession of all vehicles and equipment for the purpose of performing the services provided for in the franchise. The County shall have the right to retain possession of said vehicles and equipment until other suitable vehicles and equipment can be purchased or otherwise acquired by the County for

said purpose, and shall pay the Franchisee the reasonable rental value of such vehicles and equipment during the time the same are used by the County.

G. RECEPTACLES AND CONTAINERS: All receptacles for refuse shall conform to the provisions of the Ordinance and these specifications. All such receptacles shall be replaced upright, where found, with lids if any, on them. Containers and lids shall not be placed or thrown on the streets, alleys, highways or on adjoining property.

The Franchisee shall not permit receptacles to be thrown from the truck to the pavement or parkway, nor in any other way permit damage to occur by rough or improper handling thereof.

Maximum size of receptacles shall be thirty-three (33) gallon containers or equivalent and maximum weight of full loaded receptacles shall be sixty (60) pounds.

Trees, shrubs and other trimmings shall be cut into lengths not to exceed four (4) feet and shall be tied securely in bundles not exceeding twenty-four (24) inches in diameter, and weighing not more than sixty (60) pounds. Cardboard containers and papers to be disposed of shall either be placed in a receptacle or flattened and securely tied in bundles, not exceeding sixty (60) pounds in weight.

H. LOCAL OFFICE: Each franchise holder shall establish an office which will be open from 8 A.M. to 5 P.M. (exception; 12 P.M. to 1 P.M. at the option of the Franchisee) Monday through Friday, to which any customer may make a toll-free telephone call from any area served by the Franchisee. The office will be maintained for the general purpose of receiving payments of bills, receiving complaints, and handling service starts and stops.

SECTION VIII
LEGAL RELATIONS AND RESPONSIBILITIES

A. APPLICABLE LAWS: Franchisee shall at all times comply with all applicable provisions of the County Ordinance, now in effect or hereafter enacted, as well as any applicable State and Federal laws and regulations.

B. PERMITS AND LICENSES: Franchisee shall obtain all permits and licenses required by the County or State.

C. BIDDER'S SECURITY: No proposal will be accepted unless the same is accompanied by a cashier's check payable to the County, certified check payable to the County or a bidder's bond executed by a surety insurer, payable to the County, in the sum of Ten Thousand Dollars ($10,000.00). If, within thirty (30) days after receipt of notice that it has been awarded the franchise, the successful bidder fails to provide the necessary bonds required under the franchise for refuse collection services with the County, its bidder's security shall be deposited in the County's General Fund, or in the case of a bidder's bond, demand shall be made upon the surety for payment of the sums required as hereinafter set forth. The Board of Supervisors, at its option, in case the successful bidder declines to execute a contract, may:

1. Reject all bids and call for new bids; or
2. Accept one of the other bids.

In the case of the rejection of bids, the bidder's security of the successful bidder who declined to execute a franchise shall be forfeited to the County.

D. WORKMAN'S COMPENSATION INSURANCE: Franchisee and its sub-contractors, if any, shall obtain and maintain in full force and effect throughout the entire term of the franchise, full Workman's Compensation Insurance in accordance with the provisions and requirements of Division IV, Workman's Compensation and Insurance of the Labor Code of the State of California and other applicable laws. Certificates of such insurance, approved by the Department and approved as to form by the County Counsel, shall be filed with the County Clerk within ten (10) days after the award of the franchise. The insurance carrier shall immediately inform County of any cancellation, withdrawal and/or change of any such insurance.

E. PUBLIC LIABILITY INSURANCE: No franchise shall be issued under the provisions of this ordinance, nor shall any such franchise be valid after issuance unless there is at all times in force and effect to provide protection against liability for damages which may be imposed for the negligence of the franchise holder or his employees or agents, a liability insurance policy or policies approved by the Director and issued by an insurance company authorized to do business in the State of California. Such policy or policies shall provide protection for the County, the Solid Waste Advisory Board and the Solid Waste Non-Profit Corporation as additional insureds, against liability of the franchise holder, for the payment of damages in amounts, at least, as follows:

In the amount of not less than Five Hundred Thousand ($500,000) Dollars on account of damage or destruction of property arising out of one accident. A liability insurance policy required by this section shall insure to the benefit of any persons who shall be injured or who shall sustain damage to property proximately caused by the negligence of the franchise holder insured by such policy, his employees or agents.

Satisfactory evidence that the liability insurance required by this section is at all times in full force and effect shall be furnished to the Department by each franchise holder required to provide such insurance.

F. FRANCHISEE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY: Franchisee shall indemnify and hold harmless the County, its officers, agents and employees, for and from any and all loss, liability, claim, demand, action or suit, of any and every kind and description, arising or resulting from or in any way connected with any operations of Franchisee or its sub-contractors in exercising any privilege granted to it by the franchise or by any ordinance of the County, or arising or resulting from the failure of Franchisee or its sub-contractors to comply in all respects with the provisions and requirements of the franchise, of all applicable ordinances of the County and of all other applicable laws. Franchisee shall, upon demand of the County and at its sole cost and expense, defend and provide attorneys to defend County, its officers, agents and employees against any and all claims, actions or suits brought against the County, the officers, agents and employees, arising or resulting from or in any way connected with the above mentioned operations of Franchisee or its sub-contractors or its sub-contractor's failure to comply with the contract and with the ordinances and laws hereinabove mentioned. If the County is required to provide its own defense against any such action or suit, Franchisee will reimburse the County for all attorney's fees and other costs incurred by the County.

G. HEIRS, SUCCESSORS, ETC: The terms, covenants and conditions of the franchise shall apply to and shall bind the heirs, successors, executors, administrators, assigns and sub-contractors of the Franchisee.

H. **INTERRUPTION OF SERVICE BY LABOR DISPUTE**: In the event the refuse collection is interrupted by a labor dispute and scheduled collections are discontinued for more than 72 hours, the County shall have the right to forthwith take temporary possession of all facilities and equipment of the franchise holder for the purpose of continuing the service which the franchise holder has agreed to provide in order to preserve the public health and safety. The County shall have the right to retain possession of such facilities and equipment to render the required service, until the franchise holder can demonstrate to the satisfaction of the County, that required services can be resumed by the franchise holder; provided, however, that such temporary assumption of the franchise holders obligation under this franchise shall not be continued by the County for more than thirty (30) days from the date such operations were undertaken. Should the franchise holder fail to demonstrate to the County that required services can be resumed by the franchise holder prior to the expiration of the aforementioned thirty (30) days, the rights and privileges granted to the franchise holder may be forfeited and the franchise granted hereunder may be revoked.

I. **BONDS:**

1. **Faithful Performance Bond**: Upon award of the franchise Franchisee shall furnish to County and shall file with the County Clerk a corporate surety bond, approved as to form by the County Counsel, executed by Franchisee as principal and by a corporate surety as surety, in the sum of Six Thousand ($6,000) Dollars for Area #1, Fifteen Thousand ($15,000) Dollars for Area #2, Eighteen Thousand ($18,000) Dollars for Area #3, Twelve Thousand ($12,000) Dollars for Area #4

Eighteen Thousand ($18,000) Dollars for Area #5, and Thirteen Thousand ($13,000) Dollars for Area #6, conditioned upon the faithful performance by Franchisee, and its sub-contractors, if any, of the franchise.

J. WAIVERS: The waiver by the County of any breach or violation of any term, covenant or condition of the franchise or of any provision, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law.

K. BANKRUPTCY: Either of the following shall constitute a breach of the franchise by Franchisee and shall, at the option of the County, terminate immediately the franchise and privileges granted therein:

1. The appointment of the receiver to take possession of all or substantially all of the assets of Franchisee; or
2. A general assignment by Franchisee for the benefit of creditors; or
3. Any action taken by or suffered by Franchisee under any insolvency or bankruptcy act.

L. OPERATION AS A SEPARATE ENTITY: The operations of Franchisee under the franchise shall be conducted as in independent entity and the assets, liabilities, revenues, expenses and net worth shall not be combined consolidated or in any way incorporated with those of any other operation. The accounting records of Franchisee shall be kept on the accrual basis, and the operating year for financial and accounting purposes shall begin January 1 and end December 31, except as otherwise specified in Ordinance #714. Franchisee shall not use a firm name containing the word "County" or other words implying governmental ownership, except as otherwise stated in Ordinance #714.

M. ASSIGNMENTS: See Article I, Section 14 of Ordinance 714.

N. TRANSFER OF STOCK OR INTEREST: See Article I, Section 14 of Ordinance 714.

O. SUB-CONTRACTOR: Franchisee shall not sub-contract all or any portion of the work or business which it has been franchised to perform without the written consent of the Department.

P. FINANCIAL STATEMENTS: Franchisee shall furnish to the Board five (5) copies of annual financial statements within sixty (60) days after the end of the operating year. Said statements shall be prepared by a licensed or certified public accountant and shall include said accountant's letter of opinion, a comparative balance sheet, comparative operating statement, statement of changes in investments in property and equipment, statement of source and application of funds, and a statement of changes in owners' equity in which shall be set forth the names of the principal officers and stock-holders of the corporation, if any, and salaries, if any, paid to such individuals.

Q. RECORDATION OF ASSETS: Assets of Franchisee, owned or acquired for the purpose of discharging its obligations under the franchise, shall be recorded.

R. BOOKS, RECORDS AND REPORTS: Franchisee shall establish and maintain its office in the County, and shall keep and maintain in such office full and complete books of account and other records showing all business transacted in connection with the franchise by Franchisee and by each and every of its sub-contractors, including, but not by way of limitation, records of all special monthly collections, receipts, expenses, profits, supporting statements and vouchers, balance sheets and profit and loss statements and other documents accurately reflecting and showing all business of Franchisee and of each of its sub-contractors. All such books and records shall be subject to audit and inspection at any and all reasonable times by County and its authorized officers, agents or employees, and shall be made available at said office for such inspection or audit at any or all reasonable times upon request of the Department.

S. NOTICES: Any and all notices to be given, or which Board may desire, will be as specified in Aritcle III, Section V of Ordinance 714.

T. NON DISCRIMINATION: The Franchised will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Franchisee will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
The Franchisee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

U. REVOCATION OF FRANCHISE AND PERMITS:

(a) Any franchise granted pursuant to the provisions of these specifications may be revoked by the Board if the Board finds and determines that the person doing business by virtue of such franchise has failed to comply with any of the terms of such franchise, this set of specifications or other applicable laws.

(b) The Director may suspend or revoke any permit granted pursuant to the provisions of these specifications if he finds and determines the holder of the permit has failed to comply with any of the terms of said permit or the provisions of these specifications or the applicable rules or regulations of the Department. A permit which remains inactive for a period of excess of thirty (30) days may be revoked by the Director. Action to revoke or suspend a permit may be taken by the Director effective immediately upon notice in writing, mailed to or served upon the holder of the permit, stating the reasons therefore. The holder of the permit shall have five (5) working days from the date of service to appeal such revocation or suspension to the Board.

(c) Not withstanding the provisions of sub-sections (a) & (b) above of this section, the Director may suspend, or impose special conditions upon, a franchise or permit without prior notice whenever the Health Officer agrees such action is necessary to preserve and protect the public health and safety.

ENVIRONMENTAL ASSESSMENT STATEMENT FOR BILLIE WRIGHT SITE

A. General Information

1. Applicant: Merced County Association of Governments - Solid Waste Management Advisory Board, 2140 "O" Street, Merced, California 95340, Telephone - (209) 722-7411, Ext. 223.
2. Project Name: Merced County Association of Governments - Solid Waste Management System Grants.
3. Project Location: The region of Merced County, California.
4. Project Director: Verne Davis, Merced County Director of Public Works, Telephone - (209) 722-8101.

B. Specific Information for Assessment

1. Brief Description of Project:

   (a) Project Objectives: The objectives of this solid waste disposal program is to reduce Merced County's contribution to polluted air, poor sanitation, rat and insect production, and degrading of the environmental aesthetics. The sanitary landfill is viewed as one of the best methods of solid waste disposal with future objectives examining possible composting and recycling facilities in conjunction with this form of disposal. Also, considerable thought is being given to the environmental impact and the future use of the landfill site.

   (b) Status of Project Funding and/or Construction: The Merced County Association of Governments will use local financial arrangements to fund this project. Two sites are proposed and are presently being sought through public hearings. The site covered within this statement is referred to as the

"Billie Wright" Site.

(c) Physical Aspects of Site and Activity: The Billie Wright Site is located on Billie Wright Road in Merced County, California. The parcel is located in the Northeast quarter of Section 27, Township 10 South, Range 9 East, M.D.B.&M. The parcel contains approximately 70 acres. The terrain is hummocky to hilly in relief, and the soil is not suitable for diversified agriculture. This site would be satisfactory for a sanitary landfill. The soil on this site is of a type that would present little difficulty in being manipulated with normal earth-moving equipment. From the surface to a depth of about 6 feet, the exploratory borings disclosed the soil to be predominantly slightly silty inorganic clay. Below this depth, to the bottom of the borings, the soil is a silty clay. The majority of the borings indicate that the soil becomes stiffer with depth. A static water table was encountered with the borings along the northern boundary of the proposed site. The shallowest depth to water was 7 feet, found with exploratory boring number 8. Chemical analysis has shown the water to be unfit for human consumption due to its high nitrate and sodium chloride content and its hardness. The concentrations are above Public Health Service Drinking Water Standards 1962 (nitrates maximum 45 milligrams per liter; sodium chloride 1500 milligrams per liter). Therefore, any leaching that may occur, will not cause any further significant degradation of the water quality.

(d) Continuous engineering inspections and testing will assure adherence to the standards set for such operations by the California State Department of Public Health and the California State Water Quality Control Board's discharge requirements.

2. Probable Impact of Project on the Environment: Overall, it is believed that the effect of this demonstration sanitary landfill on the environment will be a positive step in the disposal of solid waste materials.

(a) Air: No significant air pollution is expected at the site since no burning will be allowed. Odors should not be a problem due to daily soil coverage. Control of dust may require some watering of traffic operational areas. The escape of methane gas will be controlled by proper gas venting. Airborn papers and other debris will be restricted by an earthen berm, portable wind breaker and close mesh fence around the perimeter.

(b) Water: Flooding and run off from adjacent undulating terrain may require installation of diversionary drainage ditches.

(c) Noise: Objectionable noise from the site should be minimal since it is not near any inhabited areas and the equipment used is very similar to the farming equipment normally used in this area. This area is zoned for agricultural use and not projected for any increase in population density.

(d) Aesthetics: This landfill will be operated according to the Environmental Protection Agency's sanitary landfill guidelines. All efforts will be made to make this an acceptable operation with proper planning employed to return this site to a beneficial agricultural use. The Division of Highways has stated that it has no objection to this proposed site.

(e) Provision for Special Wastes: Segregation of certain wastes may be desirable at the site. Merced County presently does not have any authorized Class I sites for the disposal of hazardous chemical or radioactive materials. Class I wastes have very little volume in Merced County. Additional Class II sites for demolition and inert material may be established. A vegetation chopper for composting vegetation at this site is being considered for reduction of volume and possible reclamation of compost material.

3. Alternatives Considered: The sanitary landfill was found to be the most efficient and acceptable method for disposal of solid waste as shown by studies done by consulting engineers. Properly designed and operated landfills would close the 16 open dumps and provide an environmental and economical solution to waste disposal. This particular site location is the most convenient, suitable and economical relative to the population service area with a minimum of adverse environmental aspects.

4. Relationship Between Local Short Term Uses of the Environment and Maintenance of Enhancement of Long Term Productivity: Considerable attention has been given to the future land use of this site. Attention will be given to the depth of the upper layer of coverage and to the type of cropping to be planted. It is likely that an

additional two feet of top soil coverage will be necessary for the eventual return of this land to grazing.

5. Any Irreversible and Irretrievable Commitment of Resources which would be involved in this Project: The only possible resource which may be affected is the underground water. But since the water is already unpalatable and high in nitrates, any contamination due to leaching would have a minimum effect.
6. Any formal Objections to the Project: Surrounding landowners have not expressed any objections. The Division of Highways states that it has no objection to this proposed site.
7. Agencies Consulted about the Project: California Water Quality Control Board; California Division of Highways; the Foundation Engineers, Inc., subsidiary of Twining Laboratories, 2527 Fresno Street, Fresno, California; Mr. Don Andres, California Department of Public Health, Bureau of Solid Waste Management and Vector Control; Merced County Public Health Department; Office of Solid Waste Management Programs; U. S. Environmental Protection Agency.
8. Conclusion: It is not anticipated that there will be any significant adverse environmental effects of this proposed landfill. Proper sealing, venting, operations and monitoring will prevent any form of pollution or degradation of the environment.

ENVIRONMENTAL ASSESSMENT STATEMENT

FOR HIWAY 59 SITE

A. General Information

1. Applicant: **Merced County Association of Governments - Solid Waste Management Advisory Board, 2140 "O" Street, Merced, California 95340, Telephone - (209) 722-7411, Ext. 223.**
2. Project Name: **Merced County Association of Governments - Solid Waste Management System.**
3. Project Location: **The region of Merced County, California.**
4. Project Contact: **Verne Davis, Merced County Director of Public Works, Telephone - (209) 722-8101.**

B. Specific Information for Assessment

1. (a) Project Objectives: The objectives of this solid waste disposal program is to reduce Merced County's contribution to polluted air, poor sanitation, rat and insect production, and degrading of the environmental aesthetics. The sanitary landfill is viewed as one of the best methods of solid waste disposal with future objectives examining possible composting and recycling facilities in conjunction with this form of disposal. Also, considerable thought is being given to the environmental impact and the future use of the landfill site.

   (b) Status of Project Funding and/or Construction: The Merced County Association of Governments will use local financial arrangements to fund this project. Two sites are proposed and are presently being sought through public hearings. The site covered within this statement is referred to as the "Hiway 59" Site. This site will be the main site used for demonstrative purposes and will have a heavier volume of materials due to its location and population served.

(c) Physical Aspects of Site and Activity: The Hiway 59 Site abuts Hiway 59 in Merced County, California. The parcel is located in the Southwest quarter of Section 24, Township 6 South, Range 13 East, M.D.B.&M. The parcel contains approximately 160 acres. The topography is rolling foothills type with two waterways coursing through. The soil is of a type which makes it unsuitable for diversified agriculture, except for cattle grazing. For the surface 10 feet, the exploratory borings revealed the soil to be predominantly silty sand and sandy silt, with minor amounts of gravel. Then the material gradationally becomes clay silt to a depth beginning at approximately 15 feet and extending to at least 20 feet. Below this level and extending to the maximum depth drilled, the material changed gradationally to silty sand, sandy silt, and clay silt. This site would be satisfactory for a sanitary landfill. The soil on this site is of a type that would present little difficulty in being manipulated with normal earth-moving equipment. The finer-grained clay silt material encountered at a depth of approximately 15 feet in most of the borings would provide a good stratum to minimize leaching water and gases.

2. Probable Impact of Project on the Environment: Overall, it is believed that the effect of this demonstration sanitary landfill

on the environment will be a positive step in the disposal of solid waste materials.

(a) Air: No significant air pollution is expected at the site since no burning will be allowed. Odors should not be a problem due to daily soil coverage. Control of dust may require some watering of traffic operational areas, however, the site is located in a fairly isolated area where only agriculture is predominant. The escape of methane gas will be controlled by proper gas venting. Airborn papers and other debris will be restricted by an earthern berm, portable wind breaker and close mesh fence around the perimeter.

(b) Water: Preliminary engineering and geological studies assure that this project will not affect the ground and/or surface waters of the site. Flooding and run from undulating terrain may require installation of diversionary drainage ditches. Proper sloping of the landfill and the daily sub-layering of the fill plus the use of an earthern berm at the working site will prevent pollutants leaching from the refuse.

(c) Noise: Objectionable noise from the site should be minimal since it is not near any inhabited structures and the equipment used is very similar to the farming equipment normally used in this area. This area is zoned for agricultural use and not projected for any increase population density.

(d) Aesthetics: The landfill will be operated according to the Environmental Protection Agency's sanitary landfill guidelines. All efforts will be made to make this an acceptable operation with proper planning employed to return this site to a beneficial agricultural use.

(e) Provision for Special Wastes: Additional Class III sites for demolition and inert material may be established. A vegetation chopper for composting vegetation at this site is being considered for reduction of volume and possible reclamation of compost material. (See Appendix B "Local & State Regulations" of Preliminary Application for definition of disposal site classification.)

3. Any Probable Adverse Environment Effect which could not be avoided by the Implementation of this Project: The most important short range adverse effect is the visual proximity to Hiway 59. However, efficient supervision and preventive engineering measures plus isolated location will control these effects. Proper landscaping and careful control of wind-blown debris will provide a solution.

4. Alternatives Considered: The sanitary landfill was found to be the most efficient and acceptable method for disposal of solid waste as shown by studies done by consulting engineers. Properly designed and operated landfills would close the 16 open dumps and provide an environmental and economical solution to waste disposal. Efforts are presently underway to seek even more acceptable sites which are more isolated and on less useful lands. However, this

particular site location is the most convenient, suitable and economical relative to the population service area with a minimum of adverse environmental aspects.

5. Relationship Between Local Short Term Uses of the Environment and Maintenance of Enhancement of Long Term Productivity: Considerable attention has been given to the future land use of this site. It is the intention of this project to return the site to productive grazing use. Attention will be given to the depth of the upper layer of coverage as it is unlikely that an additional two feet of top soil coverage will be necessary for the eventual return of this land to grazing.
6. Any Irreversible and Irretrievable Commitment of Resources which would be involved in this Project: The only possible resource which may be altered is the irrigation system serving the site. The landfill would create a higher ground modification of the present water irrigation system or installation of a pump station.
7. Any formal Objections to the Project: Surrounding landowners have expressed a concern based on the belief that the landfill will be an eyesore and depreciate the value of their land. Also, the California Division of Highways have expressed concern about the location near Hiway 59. The Division of Highways' concern was for the aesthetic view from the highway, and the possibility of wind-blown debris.
8. Agencies Consulted about the Project: California Water Quality Control Board; California Division of Highways; State Clearinghouse, Mark E. Briggs, Office of Intergovernmental Management;

the Foundation Engineers, Inc., subsidiary of Twining Laboratories, 2527 Fresno Street, Fresno, California; Mr. Don Andres, California Department of Public Health, Bureau of Solid Waste Management and Vector Control; Merced County Public Health Department; Office of Solid Waste Management Programs; U. S. Environmental Protection Agency.

9. Conclusion: It is not anticipated that there will be any significant adverse environmental effects of this proposed landfill. Proper sealing, venting, operations and monitoring will prevent any form of pollution or degradation of the environment.

APPENDIX C

STATE OF CALIFORNIA—RESOURCES AGENCY
RONALD REAGAN, Governor

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
CENTRAL VALLEY REGION**

SAN JOAQUIN WATERSHED BRANCH OFFICE:
3374 EAST SHIELDS AVENUE
P. O. BOX 2188
FRESNO, CALIFORNIA 93723
PHONE: (209) 488-5116

RECEIVED
JUL 26 1973
MERCED COUNTY
DEPARTMENT OF PUBLIC WORKS

25 July 1973

Merced County Department of Public Works
Solid Waste Disposal Division
P. O. Box 1391
Merced, CA 95350

Gentlemen:

Enclosed is an official copy of Order No. 73-232 as adopted by the California Regional Water Quality Control Board, Central Valley Region, at its last regular meeting. Please acknowledge receipt by signing and returning the enclosed card.

Additional copies of this Order may be obtained upon request to the Regional Board's office.

Sincerely,

JAMES A. ROBERTSON
Executive Officer

LABeck

By: Louis A. Beck
Engineer-in-Charge

Enclosure

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ORDER NO. 73-232

WASTE DISCHARGE REQUIREMENTS
FOR
MERCED COUNTY BILLIE WRIGHT
CLASS II-2 DISPOSAL SITE
Merced County

The California Regional Water Quality Control Board, Central Valley Region, finds:

1. The Merced County Department of Public Works submitted a Report of Waste Discharge and a Site Investigation Report on 9 May 1973 for the proposed Billie Wright Class II-2 Disposal Site.

2. The county proposes to discharge Groups 2 and 3 wastes in the N½ of Section 27, T10S, R9E, MDB&M as shown on Attachment "A" incorporated herein and made a part of this order.

3. About 35 acres will be used as a sanitary landfill.

4. Soils at the site vary from sandy silt, silty clay, to clay, becoming stiffer with depth.

5. Shallow, poor quality, ground water occurs at an elevation of about 245 feet above sea level adjacent to the site which was formerly used for stockwatering.

6. There is no known present beneficial use made of the shallow ground water which has an electrical conductivity of 7000+ micromhos, nor of any other ground waters in the area.

7. Fifty feet deep test holes within the site did not encounter ground water.

8. This disposal site meets the criteria contained in the California Administrative Code for classification as a Class II-2 disposal site suitable to receive Group 2 and Group 3 wastes.

9. Land within 1000 feet of the site is used for non-irrigated agriculture and grazing.

10. The California Regional Water Quality Control Board, Central Valley Region, adopted an Interim Water Quality Control Plan for the San Joaquin River Subbasin and Tulare Lake Subbasin on 15 June 1971.

11. The Board has notified the discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for the discharge.

12. The Board in a public meeting has heard and considered comments pertaining to the discharge.

IT IS HEREBY ORDERED, Merced County Department of Public Works shall comply with the following:

A. Waste Discharge Specifications

1. The discharge shall not cause a pollution of ground or surface waters.

2. The discharge shall not cause a nuisance.

3. Waste materials shall not be disposed of outside of the designated disposal area shown on Attachment "A".

4. The disposal area shall be protected from any washout or erosion of wastes or covering materials, and from inundation, which could occur as a result of floods having a predicted frequency of once in 100 years.

5. Surface drainage from tributary areas, and internal site drainage from surface or subsurface sources shall not contact or percolate through Group 2 wastes discharged at the site.

6. Group 2 waste materials shall not be discharged on any surface which is less than elevation 270 USGS Datum.

7. Group 1 wastes shall not be deposited at this site.

8. Annually, prior to the anticipated rainfall period, all necessary runoff diversion channels shall be in place to prevent erosion or flooding of the site.

9. No Group 2 wastes shall be placed in ponded water from any source whatsoever.

10. The exterior surfaces of the disposal area shall be graded to promote lateral runoff of precipitation and to prevent ponding.

11. The discharger shall remove and relocate any wastes which are discharged at this site in violation of these requirements.

12. Runoff from tributary areas shall not be allowed to flow into Group 2 wastes or areas containing Group 2 wastes.

B. Provisions

1. Disposal of Group 2 wastes shall not commence until it is determined that the measures necessary to meet waste discharge requirements have been taken.

2. The discharger shall maintain a copy of this order at the site so as to be available at all times to site operating personnel.

3. The discharger shall file with this Board a report of any material change or proposed change in the character, location or quantity of this waste discharge. For the purpose of these requirements, this includes any proposed change in the boundaries, contours or ownership of the disposal area.

4. The discharger shall comply with the Monitoring and Reporting Program No.___________ as specified by the Executive Officer.

5. Ninety (90) days prior to discontinuing the use of this site for waste disposal the discharger shall submit a technical report to the Board describing the methods and controls to be used to assure protection of the quality of surface and ground waters of the area during final operations and with any proposed subsequent use of the land. This report shall be prepared by or under the supervision of a registered engineer or a certified engineering geologist. The method used to close the site and maintain protection of the quality of surface and groundwaters shall comply with waste discharge requirements established by the Regional Board.

6. The Board will review this order periodically and may revise the requirements when necessary.

I, JAMES A. ROBERTSON, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Central Valley Region, on JUN 22 1973

Original signed by
James A. Robertson

Executive Officer

DJS/cb 6/4/73

MERCED COUNTY BILLIE WRIGHT DISPOSAL SITE
Merced County

Merced County Department of Public Works is developing a county-wide plan for solid waste disposal. The plan envisions two Class II sites to serve the entire county. This site which is located on Billie Wright Road, about eight miles west of the City of Los Banos, one mile south of Hwy. 152 and about one mile and 1/2 mile southwest of the California Aqueduct and Interstate 5, respectively, will serve the western portion of the county. Another site, being developed concurrently, about six miles north of the City of Merced, will serve the eastern portion.

This site is located in the N½ of Section 27, T10S, R9E, MDM and comprises about 89 acres. Only the southern 35 acres is to be utilized for waste disposal. It is estimated that about 75 tons (300 cubic yards) per day of Group 2, household and commercial refuse, will be discharged at the site. The site is to be operated as a sanitary landfill.

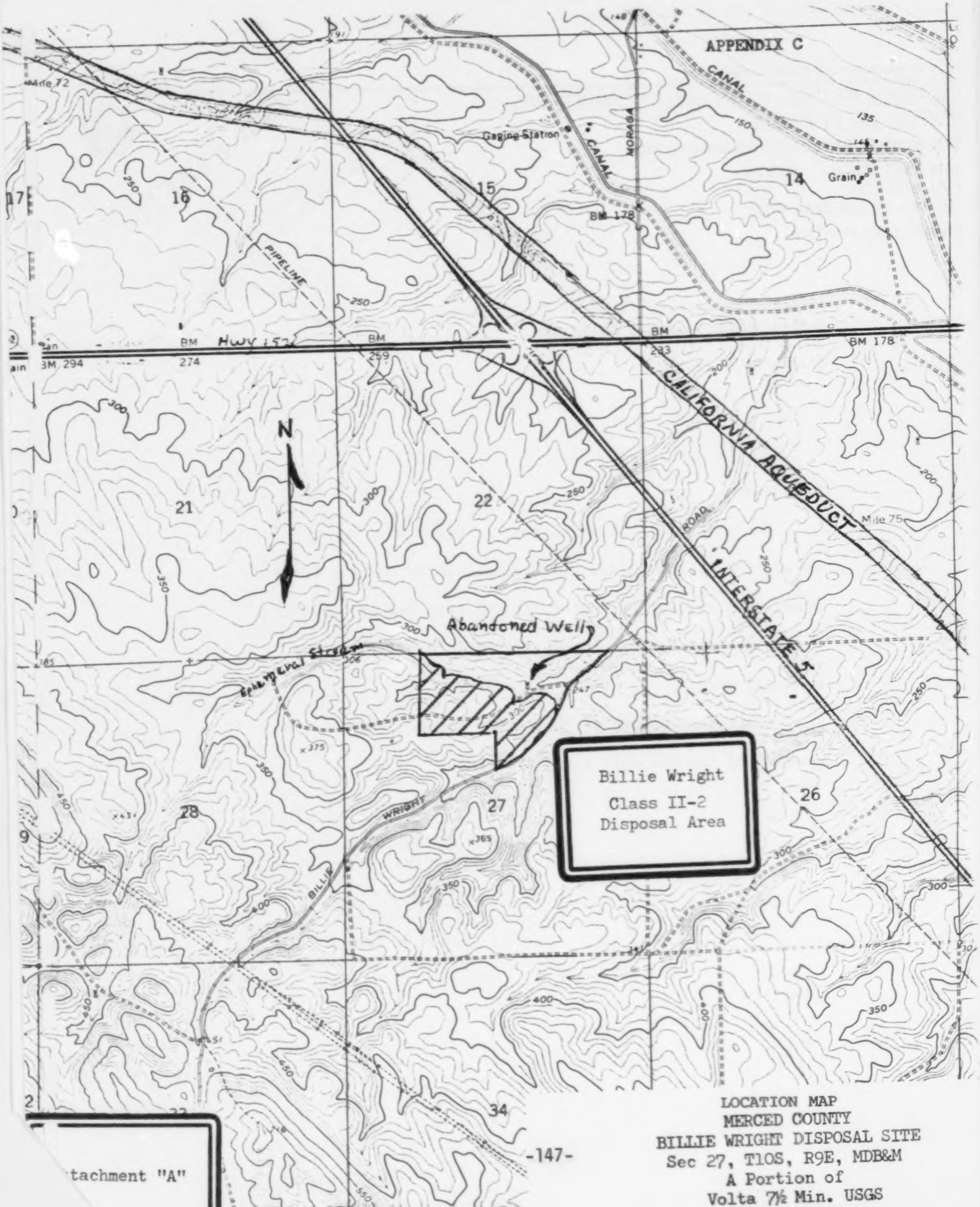
Soils beneath the site vary from sandy silt, silty clay to clay. The majority of eight borings indicate that the soil becomes stiffer with depth. The soil borings encountered a shallow water table near an ephemeral stream along the northern edge of the property at an elevation of approximately 245 feet above sea level. The quality of this water as evidenced by an analysis of a sample from an abandoned stockwater well at the site is very poor. The electrical conductance was in excess of 7,000 micromhos. Borings fifty feet in depth in the area proposed for waste disposal did not encounter ground water. There are no known operating wells in the vicinity of the site.

Based upon geologic and hydrologic conditions, the southern 2/3 (approximately 35 acres) of the site is suitable for disposal of Group 2 wastes above an elevation of 270 feet above sea level (USGS datum) and can be recognized as a Class II-2 waste disposal site.

Waste discharge requirements have been developed to prevent pollution or nuisance conditions.

DJS/sd 05/31/73

APPENDIX C


Mile 72
17
16
15
14
PIPELINE
Gaging Station
CANAL
MORAGA
BM 178
Grain
150
135
250
HWY 152
BM 294
BM 274
BM 259
BM 233
BM 178
CALIFORNIA AQUEDUCT
INTERSTATE 5
ROAD
N
21
22
300
350
200
Mile 75
Abandoned Well
Ephemeral Stream
306
247
375
28
27
26
365
BILLIE WRIGHT
400
341
450
550
34

Billie Wright
Class II-2
Disposal Area

tachment "A"

LOCATION MAP
MERCED COUNTY
BILLIE WRIGHT DISPOSAL SITE
Sec 27, T10S, R9E, MDB&M
A Portion of
Volta 7½ Min. USGS
Quandrangle

APPENDIX C

STATE OF CALIFORNIA—RESOURCES AGENCY
RONALD REAGAN, Governor

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
CENTRAL VALLEY REGION**
SAN JOAQUIN WATERSHED BRANCH OFFICE:
3374 EAST SHIELDS AVENUE
P. O. BOX 2188
FRESNO, CALIFORNIA 93723
PHONE: (209) 488–5116

RECEIVED
JUL 30 1973
MERCED COUNTY
DEPARTMENT OF PUBLIC WORKS

26 July 1973

Merced County Department of Public Works
Solid Waste Disposal Division
P. O. Box 1391
Merced, CA 95340

Gentlemen:

Enclosed is an official copy of Order No. 73-233 as adopted by the California Regional Water Quality Control Board, Central Valley Region, at its last regular meeting. Please acknowledge receipt by signing and returning the enclosed card.

Additional copies of this Order may be obtained upon request to the Regional Board's office.

Sincerely,

JAMES A. ROBERTSON
Executive Officer

LABeck

By: Louis A. Beck
Engineer-in-Charge

Enclosure

APPENDIX C

Old

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ORDER NO. 73-233

WASTE DISCHARGE REQUIREMENTS
FOR
MERCED COUNTY HIGHWAY 59
CLASS II-2 DISPOSAL SITE
Merced County

The California Regional Water Quality Control Board, Central Valley Region, finds:

1. Merced County Department of Public Works submitted a Report of Waste Discharge and a Site Investigation Report on 9 May 1973 for the proposed Class II-2 Disposal Site on Highway 59.

2. The county proposes to discharge Groups 2 and 3 wastes in the SE¼ of Section 23 and the SW¼ of Section 24, T6S, R13E, MDB&M and comprises about 164 acres.

3. The site will be operated as a sanitary landfill.

4. Soils underlying the site are sandy silts to silty sands with rounded cobbles and fines. The difficulty encountered in boring test holes and the soil characteristics indicate a relatively low permeability.

5. Test holes bored to depths of fifty feet without encountering ground water and measurements of water wells in the vicinity indicate the water table was not higher than 150 feet above sea level. The minimum land surface within the site is about 200 feet above sea level.

6. Beneficial uses of local ground water are:

    a. domestic supply
    b. agricultural supply

7. This disposal site meets the criteria contained in the California Administrative Code for classification as a Class II-2 disposal site, suitable to receive Group 2 and Group 3 wastes.

8. Land within 1000 feet of the site is used for irrigated agriculture and grazing.

9. The California Regional Water Quality Control Board, Central Valley Region, adopted an Interim Water Quality Control Plan for the San Joaquin River Subbasin and Tulare Lake Subbasin on 15 June 1971.

10. The Board has notified the discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for the discharge.

11. The Board in a public meeting has heard and considered comments pertaining to the discharge.

IT IS HEREBY ORDERED, Merced County Department of Public Works shall comply with the following:

A. Waste Discharge Specifications

1. The discharge shall not cause a pollution of ground or surface waters.

2. The discharge shall not cause a nuisance.

3. Waste materials shall not be disposed of outside of the designated disposal area.

4. The disposal area shall be protected from any washout or erosion of wastes or covering material, and from inundation, which could occur as a result of floods having a predicted frequency of once in 100 years.

5. Surface drainage from tributary areas, and internal site drainage from surface or subsurface sources shall not contact or percolate through Group 2 wastes discharged at the site.

6. Excavations made for discharge of wastes shall not extend below elevation 200 USGS Datum.

7. Group 1 wastes shall not be deposited at this site.

8. Liquids shall not be discharged in Group 2 solid wastes at this site. Water used during disposal site operations shall be limited to a minimal amount reasonably necessary for dust control purposes. Liquid wastes may be discharged to separate ponding or spreading areas only if the specific wastes, manner and place of disposal are approved by the Executive Officer.

9. Annually, prior to the anticipated rainfall period, all necessary runoff diversion channels shall be in place to prevent erosion or flooding of the site.

10. Runoff from tributary areas shall not be allowed to flow into Group 2 wastes or areas containing Group 2 wastes.

11. No Group 2 wastes shall be placed in ponded water from any source whatsoever.

12. The exterior surfaces of the disposal area shall be graded to promote lateral runoff of precipitation and to prevent ponding.

13. The discharger shall remove and relocate any wastes which are discharged at this site in violation of these requirements.

B. Provisions

1. Disposal of Group 2 wastes shall not commence until it is determined that the measures necessary to meet waste discharge requirements have been taken.

2. The discharger shall maintain a copy of this order at the site so as to be available at all times to site operating personnel.

3. The discharger shall file with this Board a report of any material change or proposed change in the character, location or quantity of this waste discharge. For the purpose of these requirements, this includes any proposed change in the boundaries, contours or ownership of the disposal area.

4. The discharger shall comply with the Monitoring Program as specified by the Executive Officer.

5. Ninety (90) days prior to discontinuing the use of this site for waste disposal the discharger shall submit a technical report to the Board describing the methods and controls to be used to assure protection of the quality of surface and ground waters of the area during final operations and with any proposed subsequent use of the land. This report shall be prepared by or under the supervision of a registered engineer or a certified engineering geologist. The method used to close the site and maintain protection of the quality of surface and groundwaters shall comply with waste discharge requirements established by the Regional Board.

6. The Board will review this order periodically and may revise the requirements when necessary.

I, JAMES A. ROBERTSON, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Central Valley Region, on JUN 2 2 1973

Original signed by
James A. Robertson

Executive Officer

DJS/cb 6/1/73

MERCED COUNTY HIGHWAY 59 DISPOSAL SITE
Merced County

Merced County Department of Public Works is developing a county-wide plan for solid waste disposal. The plan envisions two Class II sites to serve the entire county. This site, which is located on Hwy. 59 about six miles north of the City of Merced, will serve the eastern portion of the county. Another site, being developed concurrently, on the western side of Interstate 5 will serve the western portion. When these sites are implemented, all other public sites receiving Group 2 wastes will be closed.

This site is located in the S½ of Sections 23 and 24, T6S, R13E, MDM and comprises about 164 acres. It is estimated the wastes deposited at the site will amount to about 150 tons (600 cubic yards) per day of Group 2, household and commercial refuse. The site is to be operated as a sanitary landfill.

Soils at the site are sandy silts to silty sands with rounded cobbles and fines. Nine exploratory holes were augered at the site to a depth of about 50 feet or refusal. The difficulty in boring and the soil characteristics indicate a relatively low permeability.

No water table was encountered in any of the borings indicating the water table was below an elevation of 150 feet above sea level. Water levels in wells in the vicinity confirm this.

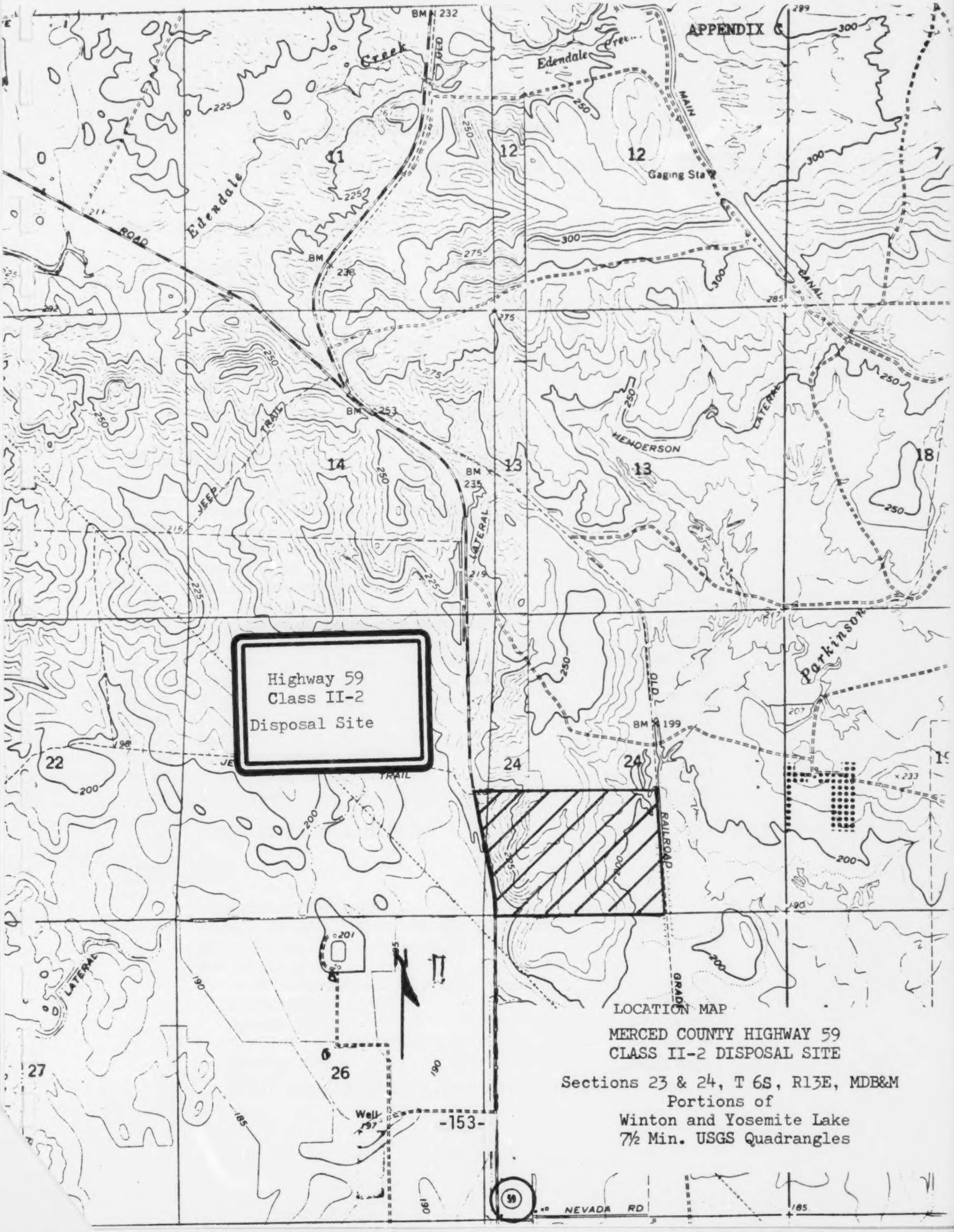
Underlying ground water is of excellent mineral quality and is used for domestic and irrigation supply.

Geologic and hydrologic conditions indicate the site is suitable for disposal of Group 2 wastes and can be recognized as a Class II-2 waste disposal site.

Waste discharge requirements have been developed to prevent pollution or nuisance conditions as a result of disposal of Group 2 wastes at the site.

DJS/sd 05/31/73

APPENDIX C


BM 232
OLD
Creek
Edendale Creek
225
0
11
12
12
Gaging Sta
MAIN
CANAL
300
7
Edendale
ROAD
BM 238
275
285
275
250
BM 253
TRAIL
JEEP
14
BM 235
13
13
HENDERSON
LATERAL
18
215
219
217
Parkinson
OLD
BM 199
207
22
198
JEEP TRAIL
24
24
233
RAILROAD
GRADE
200
190
201
LATERAL
185
27
26
Well
-153-
59
NEVADA RD
185

Highway 59
Class II-2
Disposal Site

LOCATION MAP

MERCED COUNTY HIGHWAY 59
CLASS II-2 DISPOSAL SITE

Sections 23 & 24, T 6S, R13E, MDB&M
Portions of
Winton and Yosemite Lake
7½ Min. USGS Quadrangles

DEPARTMENT OF PUBLIC WORKS

SOLID WASTE DISPOSAL DIVISION BUDGET

January 1, 1973
to June 30, 1973

FIXED ASSETS (Cont.)

	ACQUISITION OF LAND (Cont.)	
35.02	Land-Landfill Site - Billy Wright Site	$ 35,600.00
	Filing Fees	1,000.00
	Preparation:	
	Site Preparation (opening trench)	2,000.00
	Landscaping	1,500.00
	Access Road	9,000.00
	Original Gravel Road	1,000.00
	Engineering	10,000.00
	TOTAL LAND-LANDFILL SITE-BILLY WRIGHT	60,100.00
	TOTAL ACQUISITION OF LAND	$120,002.00
	ACQUISITION OF STRUCTURES & IMPROVEMENTS	
36.01	Building and Improvements - Hiway 59 Site	
	Scale House and Restroom	$ 20,000.00
	Equipment Shed	3,600.00
	Septic Tank	400.00
	Water Well & Tank	1,600.00
	Fencing	8,000.00
	Fuel Storage and Dispensing	700.00
	Electric Service	350.00
	Telephone Service	25.00
	Truck Scales	18,400.00
	TOTAL BUILDING & IMPRVMTS.-HIWAY 59 SITE	53,075.00
36.02	Building and Improvements - Billy Wright Site	
	Scale House and Restroom	22,000.00
	Equipment Shed	3,600.00
	Septic Tank	400.00
	Water Well & Tank	1,600.00
	Fencing	10,500.00
	Fuel Storage & Dispensing	700.00
	Electric Service	2,000.00
	Telephone Service	2,000.00
	Truck Scales	18,400.00
	TOTAL BUILDING & IMPRVMTS.-BILLY WRIGHT SITE	61,200.00
	TOTAL ACQUISITION OF STRUCTURES & IMPROVEMENTS	$114,275.00

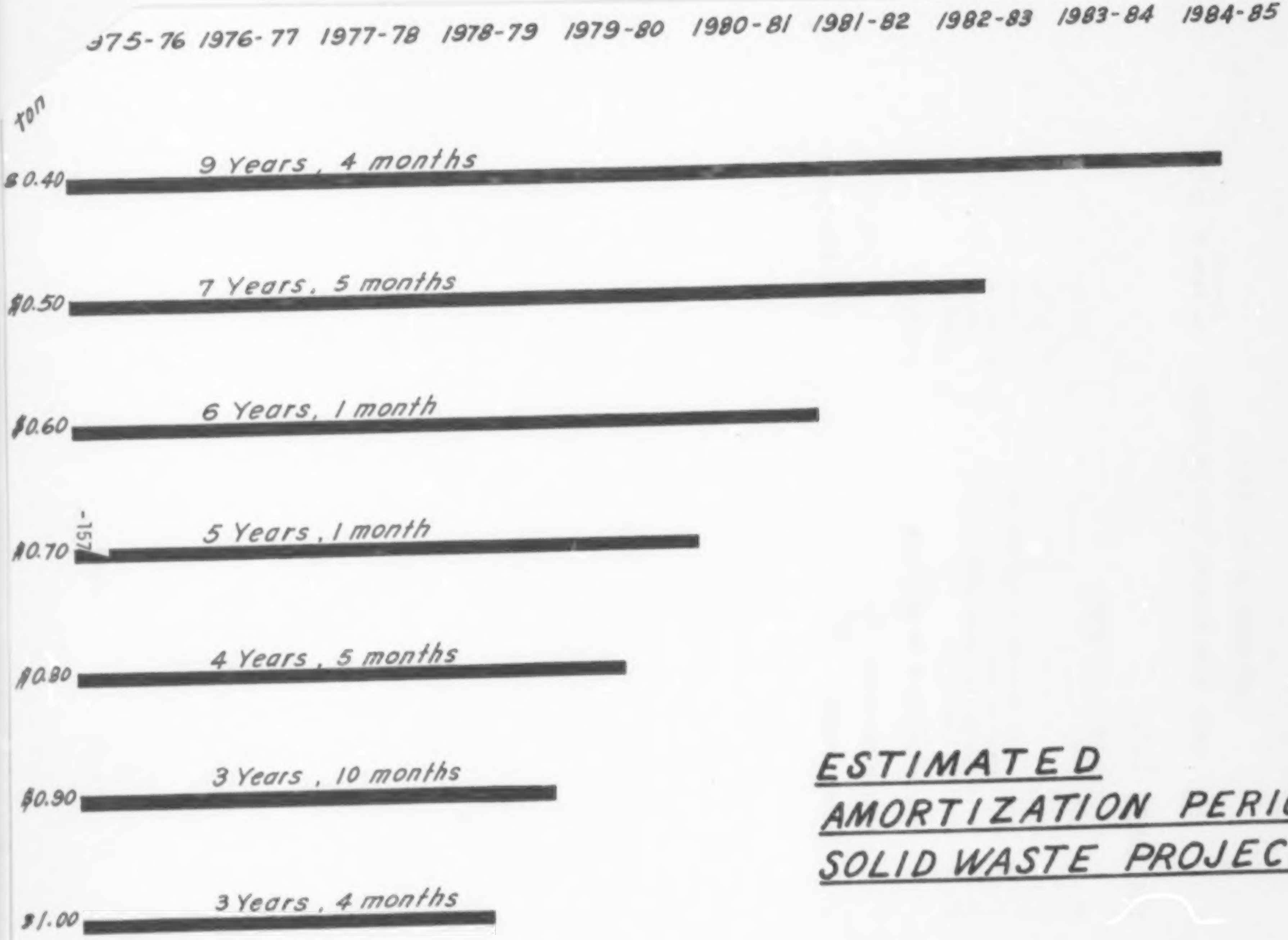
DEPARTMENT OF PUBLIC WORKS

SOLID WASTE DISPOSAL DIVISION BUDGET

January 1, 1973
to June 30, 1973

FIXED ASSETS (Cont.)

	ACQUISITION OF EQUIPMENT		
37.01	Calculator	$ 700.00	
37.02	Sedan	3,800.00	
37.03	Radio	900.00	
37.04	Credit Card Embosser & Accessories	1,170.00	
37.07	Pull Scrapers (2)	26,000.00	
37.08	Tools - Lube Equipment & Hand Tools	320.00	
37.09	Electric Typewriter	560.00	
	TOTAL ACQUISITION OF EQUIPMENT	33,450.00	
	TOTAL FIXED ASSETS		267,727.00
	TOTAL BUDGET		$301,518.00



ESTIMATED
AMORTIZATION PERIOD
SOLID WASTE PROJECT

APPENDIX D

RESIDENTIAL UNITS, MERCED COUNTY

1970 CENSUS	POPULATION	HOUSING UNITS	HOUSING DENSITY
Total County	104,629	32,708	3.1989
Incorporated Cities:			
Atwater	11,640	3,292	3.5358
Dos Palos	2,496	906	2.7750
Gustine	2,793	1,071	2.6078
Livingston	2,588	784	3.3010
Los Banos	9,188	3,130	2.9355
Merced	22,670	7,765	2.9195
City Totals	51,325	16,948	3.0284

MERCED COUNTY PLANNING DEPARTMENT 1974 ESTIMATE

Estimated County Population 1974 - 55,300:

55,300 at average County occupancy of 3.3822 = 16,351 residential units

(Mr. Hudgins, Assessor, shows 15,869 housing units in the unincorporated County, which does not include mobile homes.)

PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION
QUARTERLY REPORT 10-1-74 / 12-31-74

	BILLY WRIGHT SITE	TOTAL	ADMINISTRATION	TOTAL	HIGHWAY 59 SITE	TOTAL
SALARIES & BENEFITS:						
SALARIES	$8,791.18		$10,365.12		$9,524.32	
BENEFITS	1,551.38		1,829.14		1,680.76	
TOTAL		$10,342.56		$12,194.26		$11,205.08
SUPPLIES & SERVICES	45.00					
AGRICULTURAL	17.56					
CLOTHING	271.12				73.08	
COMMUNICATION	26.33		350.48		35.12	
JANITORIAL	170.23		82.50		41.32	
OFFICE EXPENSE			243.11		258.30	
ENGINEERING			258.08			
DATA PROCESSING			1,163.88			
PROFESSIONAL SERVICES			85.53			
SPECIAL DEPARTMENT EXPENSE			3.00		421.60	
TRAVEL EXPENSE			154.45			
UTILITIES	143.69		250.27		192.57	
TOTAL		$ 673.93		$ 2,591.30		$ 1,021.99
EQUIPMENT COSTS:						
MAINTENANCE	1,858.49		521.16		1,982.97	
FUEL	2,635.02		88.33		1,494.63	
RENTS & LEASES	6,644.61		467.60		8,161.50	
TOTAL		$11,138.12		$ 1,077.09		$11,639.10
OPERATING COSTS		22,154.61		15,862.65		23,866.17
DEPRECIATION		1,824.00		542.00		2,110.00
		$23,978.61		$16,404.65		$25,976.17

MERCED COUNTY DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION
12 MONTH TONNAGE TOTAL
PERIOD 10-1-73 / 9-30-74

	MERCED	ATWATER	DOS PALOS	GUSTINE	LIVINGSTON	LOS BANOS	COUNTY AREAS	TOTAL (1)	ALL SOURCES TOTAL
OCTOBER	1,351.78	416.45	126.27	162.75	139.23	626.26	436.80	3,259.54	5,112.62
NOVEMBER	1,647.60	589.72	124.59	141.45	164.21	552.98	640.10	3,860.65	5,416.81
DECEMBER	1,580.26	558.73	96.35	131.95	177.65	354.71	643.98	3,543.63	4,655.35
JANUARY	1,707.17	667.70	121.68	143.33	184.59	390.07	648.54	3,863.08	5,147.58
FEBRUARY	1,448.26	525.28	105.42	124.18	183.19	373.09	524.94	3,284.36	4,444.85
MARCH	1,713.38	625.83	115.22	158.83	198.73	467.53	638.37	3,917.89	5,278.63
APRIL	1,807.73	739.48	123.41	172.16	196.15	627.59	631.56	4,298.08	6,021.93
MAY	1,849.83	683.51	103.13	186.41	171.20	493.95	873.91	4,361.94	6,036.34
JUNE	1,706.04	616.35	22.02	158.62	159.42	400.21	953.45	4,016.11	5,377.83
JULY	1,934.98	703.15	144.22	170.42	203.81	432.83	1,140.48	4,729.89	6,281.04
AUGUST	2,020.25	743.78	148.09	174.38	187.37	519.04	974.72	4,767.63	7,258.53
SEPTEMBER	1,751.19	676.16	131.71	167.21	170.26	437.91	1,228.03	4,562.47	6,698.69
TOTAL	20,518.47	7,546.14	1,362.11	1,891.69	2,135.81	5,676.17	9,334.88	48,465.27	67,730.20

(1) DOES NOT INCLUDE 36,388 NON-WEIGH PRIVATE CARS & PICKUPS.

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